

Panaji, 18th September, 2014 (Bhadra 27, 1936)

SERIES II No. 25

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA



PUBLISHED BY AUTHORITY

**GOVERNMENT OF GOA**

Department of Animal Husbandry  
Directorate of Animal Husbandry & Veterinary  
Services

**Addendum**

No. 2/13/95-AH (part II)/2014-15/3046

Read: Order No. 2/13/95-AH (part II)/2523 dated 02-08-2013.

Consequent to having obtained post-facto concurrence from the GPSC the following para shall be added to the above referred order:

"This issues with the approval of Goa Public Service Commission as conveyed vide their letter No. COM/II/11/3(2)/2014/879 dated 19-08-2014".

By order and in the name of the Governor of Goa.

Dr. B. Braganza, Director & ex officio Joint Secretary (AH).

Panaji, 12th September, 2014.

**Addendum**

No. 2/13/95-AH (part II)/2014-15/3047

Read: Order No. 2/13/95-AH (part II)/2013-14/6189 dated 04-02-2014.

Consequent to having obtained post-facto concurrence from the GPSC the following para shall be added to the above referred order:

"This issues with the approval of Goa Public Service Commission as conveyed vide their letter No. COM/II/11/3(2)/2014/879 dated 19-08-2014".

By order and in the name of the Governor of Goa.

Dr. B. Braganza, Director & ex officio Joint Secretary (AH).

Panaji, 12th September, 2014.

**Addendum**

No. 2/13/95-AH (Part II)/2014-15/3048

Read: Order No. 2/13/95-AH (Part II)/13-14/4742 dated 15-11-2013.

Consequent to having obtained post-facto concurrence from the GPSC the following para shall be added to the above referred order:

"This issues with the approval of Goa Public Service Commission as conveyed vide their letter No. COM/II/11/3(2)/2014/879 dated 19-08-2014".

By order and in the name of the Governor of Goa.

Dr. B. Braganza, Director & ex officio Joint Secretary (AH).

Panaji, 12th September, 2014.

**Department of Education, Art & Culture**

Goa College of Architecture

**Order**

No. Arch/RTI/2014/1462

In exercise of the powers vested in me as the Head of the Office, the following Officers are appointed under Right to Information Act, 2005, for a period of 3 years.

- 1) Mr. Suhas Gaonkar, Associate Professor, as the Public Information Officer.
- 2) Mrs. Maria Dias Juliao, Head Clerk, as the Asstt. Public Information Officer.

This will come in force with immediate effect from the date of receipt of this order.

Dr. A. K. Rege, Principal.

Panaji, 27th August, 2014.

## Department of Finance

Revenue &amp; Control Division

## Order

No. 6/6/2012-Fin(R&amp;C)

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide their letter No. COM/II/12/43(1)/2013/696 dated 20-08-2014, the Government of Goa is pleased to declare the following Officers to have satisfactorily completed their probation period and confirm them in the post of Commercial Tax Officer in the Office of the Commissioner of Commercial Taxes, with immediate effect.

1. Shri Santosh S. Kundaikar.
2. Shri Harish N. Adconkar.
3. Smt. Sarita S. Gadgil.
4. Smt. Sangeeta Rawool.
5. Shri Umakant N. Korkankar.
6. Smt. Fransquinha Oliveira.
7. Smt. Darshani S. Dessai.
8. Shri Chandresh C. Kunkalkar.

By order and in the name of the Governor of Goa.

*Ajit S. Pawaskar*, Under Secretary, Finance (R&C).  
Porvorim, 16th September, 2014.

◆  
Directorate of Accounts

## Order

No. DA/Admn/45-5/2014-2015/TR-1324/54

The Government is pleased to order the transfer and posting of the following Dy. Director of Accounts/Accounts Officers under Common Accounts Cadre as shown below with immediate effect on administrative grounds.

| Sr. No. | Name of the Dy. Director of Accounts/<br>/Accounts Officer | Present place of posting                                       | Place of posting  |
|---------|--|--|---|
| 1       | 2  | 3  | 4   |
| 1.      | Shri Laxman P. Naik  | Corporation of the City of Panaji, Panaji-Goa (on deputation)  | Goa Forest Development Corporation, Panaji-Goa (on deputation). |
| 2.      | Shri Rajendra Gaude  | Goa Forest Development Corporation, Panaji-Goa (on deputation) | Directorate of Accounts, Panaji-Goa, thereby relieving          |

| 1  | 2                 | 3   | 4  |
|----|-------------------|---|--|
|    |                   |   | Shri Suresh G. Divkar of additional duties.                                |
| 3. | Smt. Aruna Phadte | Directorate of Accounts, Panaji-Goa (awaiting posting)                    | Goa State Horticulture Corporation, Tonca, Caranzalem-Goa (on deputation). |
| 4. | Shri Laxman Gaude | Goa State Horticulture Corporation, Tonca, Caranzalem-Goa (on deputation) | Corporation of the City of Panaji, Panaji-Goa (on deputation).             |

Deployment of officers at Sr. Nos. 1, 3 and 4 will be on deputation basis initially for a period of one year in the first instance from the date of taking over the charge and shall be regulated as per the standard terms of deputation contained in the Office Memorandum O.M. No. 13/4/74-PER dated 20-11-2013 of the Department of Personnel, Government of Goa. The Organization/Agency shall be liable to pay to the Government leave salary and pension contribution in respect of these Officers at the prescribed rates. On expiry of the deputation period, the Officers shall necessarily be relieved to report back to the Department, unless the deputation period is extended by the competent authority. In the event the officers overstays for any reason whatsoever, they will be liable for disciplinary action and other adverse civil/service consequences.

The deputation term in respect of Shri Rajendra Gaude and Shri Laxman Gaude, Dy. Director of Accounts/Accounts Officers stands curtailed upto the date they stand relieved from Goa Forest Development Corporation, Panaji-Goa and Goa State Horticulture Corporation, Tonca, Caranzalem-Goa respectively.

Wherever the transferees do not change their place of residence from old station to new, they will not be entitled for availing of joining time nor transfer TA as provided under CCS Rules.

On joining their new assignments, the officers shall send CTC/Joining Report to this Directorate immediately for records.

Officers at Sr. Nos. 1 & 3 shall move first.

By order and in the name of the Governor of Goa.

*G. P. Kanekar*, Director & ex officio Joint Secretary (Accounts).

Panaji, 1st September, 2014.

## Department of Forest

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Order

No. 4-2-2011/FOR/278

Consequent upon completion of “Induction Training Course” Government is pleased to post the following newly appointed Assistant Conservator of Forests, at the places indicated at Column No. 3.

| Sr. No. | Name of the Asstt. Conservator of Forests | Place of posting                        |
|---------|---|---|
| 1       | 2   | 3                                       |
| 1.      | Shri Anand Jadhav                         | Wildlife & Eco-Tourism (South), Margao. |

| 1  | 2                    | 3  |
|----|----------------------|--|
| 2. | Shri Aniket Gaonkar  | Wildlife & Eco-Tourism (North), Panaji.  |
| 3. | Shri Nandkumar Parab | South Goa Division, Margao.              |
| 4. | Shri Vishal Surve    | Research & Utilization Division, Margao. |

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Forests)/  
/Link.

Porvorim, 12th August, 2014.



## Department of General Administration

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Notification

No. 2/1/2014-GAD-H

The Government of Goa is pleased to direct that the days specified in the Annexure-I shall be observed as Public Holidays and the days specified in the Annexure-II as Special Holidays in all Government Offices in the State of Goa during the year 2015 (Saka 1936-1937). All Government Offices will be functional on Special Holidays except if the Special Holidays occur on Saturday or Sunday.

2. In addition to the Holidays specified in Annexure-I and Annexure-II, employees are permitted to avail of any two holidays from the list of Restricted Holidays specified in Annexure-III.

3. The Government is also pleased to declare Commercial and Industrial Holidays for the Commercial and Industrial Workers in Goa as specified in Annexure-IV.

4. Further, in exercise of the powers conferred under explanation to Section 25 of the Negotiable Instruments Act, 1881 (Act 26 of 1881) read with Government of India, Ministry of Home Affairs, New Delhi vide Notification No. U.11030/2/73-UTL dated 28-6-1973, the Government of Goa is also pleased to declare the days specified in Annexure-V as Bank Holidays in the State of Goa.

By order and in the name of the Governor of Goa.

*Varsha S. Naik*, Under Secretary (GA-I).

Porvorim, 11th September, 2014.

## ANNEXURE-I

## List of Public Holidays for the Year 2015

| Sr. No. | Holidays                                    | Date        | Saka         | Days of the week |
|---------|---|-------------|--------------|------------------|
| 1       | 2   | 3           | 4            | 5                |
| 1.      | Republic Day                                | January, 26 | Magha, 06    | Monday           |
| 2.      | Holi  | March, 06   | Phalguna, 15 | Friday           |
| 3.      | Gudi Padava                                 | March, 21   | Phalguna, 30 | Saturday         |
| 4.      | Good Friday                                 | April, 03   | Chaitra, 13  | Friday           |
| 5.      | Birth Anniversary of Dr. Babasaheb Ambedkar | April, 14   | Chaitra, 24  | Tuesday          |
| 6.      | May Day                                     | May, 01     | Vaisakha, 11 | Friday           |
| 7.      | Id-ul-Fitr*                                 | July, 18    | Ashadha, 27  | Saturday         |

| 1   | 2                           | 3             | 4              | 5        |
|-----|-----------------------------|---------------|----------------|----------|
| 8.  | Independence Day            | August, 15    | Sravana, 24    | Saturday |
| 9.  | Ganesh Chaturthi (1st Day)  | September, 17 | Bhadra, 26     | Thursday |
| 10. | Ganesh Chaturthi (2nd Day)  | September, 18 | Bhadra, 27     | Friday   |
| 11. | Id-Ul-Zuha (Bakri Id)*      | September, 25 | Asvina, 03     | Friday   |
| 12. | Gandhi Jayanti              | October, 02   | Asvina, 10     | Friday   |
| 13. | Dussehra (Vijaya Dashmi)    | October, 22   | Asvina, 30     | Thursday |
| 14. | Diwali                      | November, 10  | Kartika, 19    | Tuesday  |
| 15. | Feast of St. Francis Xavier | December, 03  | Agrahayana, 12 | Thursday |
| 16. | Goa Liberation Day          | December, 19  | Agrahayana, 28 | Saturday |
| 17. | Christmas Day               | December, 25  | Pausa, 04      | Friday   |

\* The Holiday mentioned at Sr. No. 7 & 11 are subject to appearance of moon.

#### ANNEXURE-II

##### List of Special Holidays for the Year 2015

| Sr. No. | Holidays  | Date         | Saka      | Days of the week |
|---------|---|--------------|-----------|------------------|
| 1.      | Milad-Un-Nabi or Id-e-Milad (Birthday of Prophet Md.) | January, 04  | Pausa, 14 | Sunday           |
| 2.      | Mahashivratri   | February, 17 | Magha, 28 | Tuesday          |

N.B.:-

1. Special Holidays at Sr. No. 2 applied shall be necessarily sanctioned. In case where employees do not avail of the Special Holidays on the designated days, the holidays may be availed of on any working days during the calendar year 2015 only.
2. Special Holiday at Sr. No. 1 falls on Sunday as such request for Special Holiday on this day or in lieu of this does not arise.
2. Special Holiday mentioned at Sr. No. 1 is subject to appearance of moon.
3. Special Holidays can be prefixed or suffixed to the Leave.

#### ANNEXURE-III

##### List of Restricted Holidays for the Year 2015

| Sr. No. | Holidays               | Date         | Saka        | Days of the week |
|---------|------------------------|--------------|-------------|------------------|
| 1       | 2                      | 3            | 4           | 5                |
| 1.      | New Year Day           | January, 01  | Pausa, 11   | Thursday         |
| 2.      | Makarsankranti         | January, 15  | Pausa, 25   | Thursday         |
| 3.      | Guru Ravi Das Birthday | February, 03 | Magha, 14   | Tuesday          |
| 4.      | Shivaji Jayanti        | February, 19 | Magha, 30   | Thursday         |
| 5.      | Ram Navami             | March, 28    | Chaitra, 07 | Saturday         |
| 6.      | Mahavir Jayanti        | April, 02    | Chaitra, 12 | Thursday         |
| 7.      | Maundy Thursday        | April, 02    | Chaitra, 12 | Thursday         |

| 1   | 2                              | 3             | 4              | 5         |
|-----|--------------------------------|---------------|----------------|-----------|
| 8.  | Vaisakhi                       | April, 14     | Chaitra, 24    | Tuesday   |
| 9.  | Vishu                          | April, 14     | Chaitra, 24    | Tuesday   |
| 10. | Budha Purnima                  | May, 04       | Vaisakha, 14   | Monday    |
| 11. | Feast of Sacred Heart of Jesus | June, 12      | Jyaishtha, 22  | Friday    |
| 12. | Onam                           | August, 28    | Bhadra, 06     | Friday    |
| 13. | Raksha Bandhan                 | August, 29    | Bhadra, 07     | Saturday  |
| 14. | Janmashtami                    | September, 05 | Bhadra, 14     | Saturday  |
| 15. | Hartalika                      | September, 16 | Bhadra, 25     | Wednesday |
| 16. | Muharam                        | October, 24   | Kartika, 02    | Saturday  |
| 17. | All Souls Day                  | November, 02  | Kartika, 11    | Monday    |
| 18. | Govardhan Puja                 | November, 12  | Kartika, 21    | Thursday  |
| 19. | Bhaubij                        | November, 13  | Kartika, 22    | Friday    |
| 20. | Guru Teg Bahadur Martyrdom Day | November, 24  | Agrahayana, 03 | Tuesday   |
| 21. | Guru Nanak's Birthday          | November, 25  | Agrahayana, 04 | Wednesday |
| 22. | Feast of Immaculate Conception | December, 08  | Agrahayana, 17 | Tuesday   |
| 23. | Christmas Eve                  | December, 24  | Pausa, 03      | Thursday  |
| 24. | New Year's Eve                 | December, 31  | Pausa, 10      | Thursday  |

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ANNEXURE-IV

**List of Commercial & Industrial Holidays for the Year 2015**

| Sr. No. | Holidays                                    | Date          | Saka           | Days of the week |
|---------|---|---------------|----------------|------------------|
| 1       | 2   | 3             | 4              | 5                |
| 1.      | Republic Day                                | January, 26   | Magha, 06      | Monday           |
| 2.      | Birth Anniversary of Dr. Babasaheb Ambedkar | April, 14     | Chaitra, 24    | Tuesday          |
| 3.      | May Day                                     | May, 01       | Vaisakha, 11   | Friday           |
| 4.      | Independence Day                            | August, 15    | Sravana, 24    | Saturday         |
| 5.      | Ganesh Chaturthi (1st day)                  | September, 17 | Bhadra, 26     | Thursday         |
| 6.      | Ganesh Chaturthi (2nd day)                  | September, 18 | Bhadra, 27     | Friday           |
| 7.      | Diwali                                      | November, 10  | Kartika, 19    | Tuesday          |
| 8.      | Goa Liberation Day                          | December, 19  | Agrahayana, 28 | Saturday         |
| 9.      | Christmas Day                               | December, 25  | Pausa, 04      | Friday           |

According to the decision communicated by Government of India, Ministry of Finance in Memorandum No. F 8 (7) EST (SPI) dated 7th November, 1963 casual employees including daily rated staff will be entitled to paid holidays if they are in service on the preceding and succeeding working days.

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ANNEXURE-V

**List of Bank Holidays for the Year 2015**

| Sr. No. | Holidays                  | Date        | Saka         | Days of the week |
|---------|---------------------------|-------------|--------------|------------------|
| 1       | 2                         | 3           | 4            | 5                |
| 1.      | Republic Day              | January, 26 | Magha, 06    | Monday           |
| 2.      | Holi                      | March, 06   | Phalguna, 15 | Friday           |
| 3.      | Gudi Padava               | March, 21   | Phalguna, 30 | Saturday         |
| 4.      | Yearly Closing of Account | April, 01   | Chaitra, 11  | Wednesday        |

| 1  | 2 | 3             | 4              | 5        |
|--|---|---------------|----------------|----------|
| 5. Good Friday                                 |   | April, 03     | Chaitra, 13    | Friday   |
| 6. Birth Anniversary of Dr. Babasaheb Ambedkar |   | April, 14     | Chaitra, 24    | Tuesday  |
| 7. May Day                                     |   | May, 01       | Vaisakha, 11   | Friday   |
| 8. Id-Ul-Fitr*                                 |   | July, 18      | Ashadha, 27    | Saturday |
| 9. Independence Day                            |   | August, 15    | Sravana, 24    | Saturday |
| 10. Ganesh Chaturthi (1st Day)                 |   | September, 17 | Bhadra, 26     | Thursday |
| 11. Ganesh Chaturthi (2nd Day)                 |   | September, 18 | Bhadra, 27     | Friday   |
| 12. Id-Ul-Zuha (Bakri-ID)*                     |   | September, 25 | Asvina, 03     | Friday   |
| 13. Gandhi Jayanti                             |   | October, 02   | Asvina, 10     | Friday   |
| 14. Dussehra (Vijaya Dashmi)                   |   | October, 22   | Asvina, 30     | Thursday |
| 15. Diwali                                     |   | November, 10  | Kartika, 19    | Tuesday  |
| 16. Feast of St. Francis Xavier                |   | December, 03  | Agrahayana, 12 | Thursday |
| 17. Goa Liberation Day                         |   | December, 19  | Agrahayana, 28 | Saturday |
| 18. Christmas Day                              |   | December, 25  | Pausa, 04      | Friday   |

\* The holiday mentioned at Sr. Nos. 8 & 12 are subject to appearance of moon.

### Department of Inland Waterways

Captain of Ports

#### Order

No. A 12044/3304

Read: Memorandum No. A 11022/EST/Fill.  
DCOP/Part (1)/2425 dated 20-05-2014.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/13(2)/2011/385 dated 10-01-2014, Government is pleased to appoint Shri Premal Audumber Sirsaiker as Deputy Captain of Ports, (Group 'A', Gazetted), in the Office of the Captain of Ports, Panaji, on an initial pay of ` 18,750+6,600/- in the pay band of PB—3, ` 15,600-39,100+6,600/- with effect from the date of joining the post, as per the terms and conditions contained in the Memorandum cited above. He will also be entitled for all other allowances admissible to the employees of this State Government from time to time.

He will be on probation for a period of two years.

Shri Premal Audumber Sirsaiker has been declared fit by the Medical Board, Goa Medical College, Bambolim vide Certificate dated 26-6-2014 forwarded vide letter No. 4/105/85-H-/GMC/2014/268 dated 30-6-2014. Further, his character and antecedents have been verified by the concerned authorities and communicated that nothing adverse is reported against him.

The appointment is made against the vacancy occurred due to promotion of the incumbent, subsequently revived vide order No. A 11022/EST/Revival/13-14/2135 dated 27-06-2013.

He will draw his salaries on the Budget Head: 3051—Ports & Lighthouses; 02—Minor Ports; 102—Port Management; 01—Port Establishment (N. P.); 01—Salaries.

By order and in the name of the Governor of Goa.

Capt. *James Braganza*, Joint Secretary & ex officio (Captain of Ports).

Panaji, 14th August, 2014.

### Department of Labour

#### Order

No. 24/18/2012-Lab/477

Read: 1) Government Order No. 24/18/2012-Lab/348 dated 07-05-2013.

2) Corrigendum No. 24/18/2012-Lab/84 dated 29-01-2014.

Ex-post-facto sanction of the Government is hereby accorded for extension of re-employment of Shri S. A. Deshprabhu as Advisor to the office of the Commissioner, Labour and Employment, Panaji for further period of one year w.e.f. 23-05-2014 to 22-05-2015.



(2) His pay shall be fixed in terms of Central Civil Services (Fixation of pay of Re-employed Pensioners) Order, 1986. The Officer shall be entitled to draw TA/DA as admissible to Group 'A' post when he is required to go out of headquarters on official duties. The officer shall also be entitled for office vehicle for travel from residence to office and back and the expenditure on the salary shall be debited to the following Budget Head:

- 2230 — Labour and Employment;
- 01 — Labour;
- 103 — General Labour Welfare;
- 06 — Enforcement of Building and Other Construction Workers Act (Plan);
- 01 — Salaries.

(3) He shall devote three days in a week i.e. Monday, Wednesday and Friday or as and when required by Government in context of the duties assigned to him and report directly to the Secretary (Labour), Secretariat, Porvorim-Goa on the matters referred to him on Labour issues.

(4) His engagement is subject to execution of agreement with terms and conditions stipulated therein.

(5) The Finance Department has concurred vide their U.O. No. 1483839 dated 09-07-2014.

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Labour).  
Porvorim, 21st August, 2014.

#### Notification

No. 28/1/2014-Lab/263

The following award passed by the Industrial Tribunal and Labour Court at Panaji-Goa on 21-03-2014 in reference No. IT/21/99 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Labour).  
Porvorim, 5th May, 2014.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Ms. Bimba K. Thaly, Presiding  
Officer)

Ref. No. IT/21/99

1. Shri Suvarn P. Parmekar.
2. Shri Pradeep N. Bhonsle.
3. Shri Dinesh M. Pednekar.
4. Shri Praveen P. Madgaonkar.
5. Shri Pravin P. Kundalkar.
6. Shri Sagun E. Naik.
7. Shri Clefo De Souza.

Represented by the President,  
Crompton Greaves Employees Union,  
Bardez-Goa ..... Workmen/Party I  
V/s

M/s. Crompton Greaves Ltd.,  
Thivim Industrial Estate,  
Karaswada, Bardez-Goa ..... Employer/Party II  
Workmen/Party I represented by Adv. Shri G. Kanekar.

Employer/Party II represented by Adv. Shri P. J. Kamat.

#### AWARD

(Passed on this 21st day of March, 2014)

By order dated 26-2-99, bearing No. IRM/CON/(18)/98/1173, the Government of Goa in exercise of the powers conferred by clause (d) of sub-section 1 of Section 10 of The Industrial Disputes Act, 1947 (for short the Act) has referred the following dispute for adjudication.

“(1) Whether the action of the employer, M/s. Crompton Greaves Limited, Thivim Industrial Estate, Karaswada, Bardez-Goa, in terminating the services of the following workmen with effect from 2-4-1998, is legal and justified?

1. Shri Suvarn P. Parmekar.
2. Shri Pradeep N. Bhonsle.
3. Shri Dinesh M. Pednekar.
4. Shri Praveen P. Madgaonkar.
5. Shri Pravin P. Kundalkar.
6. Shri Sagun E. Naik.
7. Shri Clefo De Souza.

(2) If not, to what relief the workmen are entitled?”

2. Upon receipt of the dispute, reference No. IT/21/99 was registered. Notices were issued to both the parties under registered post, upon which both the parties were served. Party I filed the claim statement at Exb. 3. Party II filed written statement at Exb. 4. Rejoinder was filed by Party I at Exb. 5.

3. It is in short the case of Party I that all the above named seven workmen were employed as trainees by Party II for a specific period of 24

months but Party II retrenched their services *en masse* on 2-4-1998 before completion of 24 months specified period. It is stated that the retrenchment of the seven workmen is in violation of Section 25-F of the Act and by way of victimization as well as unfair labour practice as per clause 5 (d) of the 5<sup>th</sup> Schedule of the Act. It is stated that all the above seven workmen were called upon to put in eight hours of hard work daily for nearly 24 months for meeting their normal production target. It is stated that all these seven workmen, put in 240 days of continuous service required to be eligible for the protection of the principles of natural justice. It is stated that out of these seven workmen two were served termination notices at the factory premises which were accepted by them and as regards others the same were sent at their home address and were accepted by them. It is stated the dispute concerning the termination of their services was admitted in conciliation and an understanding was reached wherein three trainees namely, Shri Dinesh Pednekar, Sagun Naik and Praveen Madgaonkar were given temporary employment by Party II but their services were also terminated by Party II. It is stated that Party I workmen were governed by The Goa, Daman and Diu Shops and Establishment Act. It is stated that the services of Party I workmen were terminated fearing that they would join the internal union "Crompton Greaves Ltd. Employees Union" formed by the permanent workmen by about the same time.

4. In the written statement Party II has denied the case set up by Party I and has stated that besides nine regular workers employed by them, they have been engaging trainees/apprentices in the trade of "assembly of motors" for a period of 24 months under its training programme and such trainees/apprentices are discharged at the end of 24 months or earlier. It is stated that some times when there occurs any vacancy on account of the resignation or otherwise of the regular workman, depending upon the requirement of the unit, some of the trainees are absorbed in the unit. It is stated that Party I trainees accepted the terms of contract and reported for training on the dates mentioned in the respective contracts. It is stated that during the training period Party I were paid stipend mentioned in the respective contract and under clause 5 of the contract, the contract was terminable by either side with one month's notice. It is stated that it was specifically provided under the contract that Party II does not guarantee permanent employment under the scheme. It is stated that, the contract states that at the expiry

of initial or extended period, if there is a suitable vacancy in which Party II could provide gainful employment to such trainees, the Party II may consider the case. It is stated that the training of Party I trainees was completed on 2-4-98 and as such vide letters dated 2-4-98 Party II informed that their training is completed and they stand discharged from the close of the working hours on 2-4-98 and along with the said letter of discharge Party II offered them an amount of Rs.1250/- being one month's stipend in lieu of one month's notice and by way of abundant caution, they were also offered retrenchment compensation. It is stated that two of the Party I trainees accepted the same on 2-4-98 and others refused and as such the same was sent to other trainees by registered AD post on 3-4-98 which was accepted by them. It is stated that Party I trainees thereafter raised the dispute. It is stated that pursuant to discussions before Dy. Labour Commissioner Party II as a gesture of good will agreed to accommodate three of the trainees on temporary basis but they did not honour the commitments and as such their services were terminated by letter dated 14-9-98. It is stated that the requirement of regular workforce is the discretion of the management and that this tribunal should not interfere with the same. Party II has therefore prayed to reject the reference.

5. In the rejoinder Party I has asserted their case pleaded in the claim statement and has controverted the case setup in the written statement.

6. In view of the pleadings of the respective parties issues dated 26-8-99 at Exb. 9 were framed.

7. In the course of the evidence Party I Shri Pradeep Bhonsle was examined as witness No. 1, Shri Suvarna Parmekar as witness No. 2 and Shri Clefo D'Souza as witness No. 3. It may be mentioned here that Shri Sagun Naik was partly examined as witness No.4 but he did not remain present before the court for further evidence and as such his evidence was closed by this court vide order dated 10-10-07. Thus, in such situation his evidence cannot be read while adjudicating this reference. Party II has examined only Shri Harish M. Savoikar and closed the case.

8. Heard Ld. Adv. Shri G. Kanekar for Party I and Ld. Adv. Shri P. J. Kamat for Party II.

9. In his arguments Ld. Advocate for Party I stated that Party I were not the trainees but were workmen because they were working for eight hours per day. He stated that their services have



been illegally terminated without complying with the provisions of Section 25-F of the Act and therefore they should be reinstated in service with back wages and continuity in service.

10. On the other hand Ld. Advocate for Party II stated that Party I were engaged as trainees on different dates as per their letters of appointments, under company's scheme and these letters clearly indicate that Party II were not guaranteeing permanent employment under the said scheme. He stated that these letters also stated that the training period would be terminated with one month written notice on either side and that all these trainees completed their training on 2-4-98 on which date they were paid one month's stipend and also retrenchment compensation as abundant caution. He also stated that these trainees have undergone thorough training during the period from June, 1996 to March, 1998. In support of his contention that as the Party I were appointed as trainees for a particular period and at a fixed salary their termination cannot be called as illegal, Ld. Advocate for Party II relied on the judgment in the case of **M. D. Hindustan Photo Films and Anr. v/s H. B. Vinobha and Ors. 2009 II CLR 517**. He then relied on the judgment in the case of **Petroleum Employee Union v/s Indian Oil Corporation Ltd. and Ors. 2001 I CLR 785** in which the claim of the employees was that though they were styled as trainees, they were infact doing regular work, that they have completed 240 days service and as such they be regularized as regular employees, was not accepted on the grounds that these employees had accepted the training as per the training scheme of the company and acted upon it and at the end of the training they have come out to say that they be treated as regular employees and if the same is allowed it would amount to back door entry.

11. I have gone through the records of the case and have duly considered the arguments advanced. I am reproducing herewith the issues, along with their findings and reasons thereof:

| Sr. No. | Issues  | Findings        |
|---------|---|-----------------|
| 1       | 2   | 3               |
| 1.      | Whether the Workmen/Party I proves that termination of their service by the Party II is by way of unfair labour practice and victimization? | Does not arise. |
| 2.      | Whether the Workmen/Party I proves that the action of the Employer/Party II   | Does not arise. |

| 1  | 2   | 3  |
|----|---|--|
|    | in terminating their services w. e. f. 2-4-98 is illegal and unjustified?   |  |
| 3. | Whether the Employer/Party II proves that the Workmen/Party I are not 'Workmen' as defined u/s 2(s) of the I. D. Act, 1947 and hence the reference is not maintainable? | Party I are not the 'Workmen' as defined u/s 2 (s) of the Act. |
| 4. | Whether the Workmen/Party I are entitled to any relief?   | In the negative.   |
| 5. | What Award?   | As per order below.  |

#### REASONS

12. *Issue No. 3:* This issue is answered before answering other issues as it goes to the root of the matter. This is because if it is established that Party I are the workmen as defined u/s 2 (s) of the Act, it is only then this court would get jurisdiction to adjudicate this reference.

13. Be that as it may, though vide issue No. 3, the burden of proving that Party I are not the 'workmen' u/s 2 (s) of the Act is cast on Party II, as per the settled law said burden rests on the party approaching the court seeking reliefs under the Act. Reference in this context is made to the judgment in the case of **S. T. Galande v/s P. O. Hind Labour Court, Pune 2008 (I) CLR 656** in which the Hon'ble High Court of Bombay has observed that onus lies upon the workman to prove that he satisfies the essential ingredients of being a workman and, therefore, could raise an industrial dispute. Being so, it is required to see if Party I has discharged the burden of proving that they are the workmen u/s 2 (s) of the Act.

14. Witness No. 1 Shri Pradeep Bhonsle has stated that he was employed with Party II as trainee from 8-5-96 and he has produced the appointment letter at Exb. W 1. He has stated that his appointment as trainee was for two years but his services were terminated before completion of 24th month. He has stated that he was appointed as trainee as per the scheme of Party II and besides him six other trainees were also appointed by Party II. He has stated that at the relevant time there were nine permanent employees working with Party II. He has stated that though he was appointed as trainee, he was not given training as such and they were taught

the work by the permanent employees who were working with Party II and the same was taught in about 15 days time after which he and the other trainees started regular work and they gave full and normal production till the termination of their services. He has stated that there are two production sheds in the factory of Party II and in each shed there is one assembly line, which was, being operated every day and he and other six trainees were aware of operation of production on assembly line. He has produced the document pertaining to said production operation lines namely "operations for 8-people line and operation for 9-people line" at Exb.W-2 -colly and has stated that he and the other trainees have worked on both the above lines. He has stated that as an operator he was doing the work of terminal box fitting, bearing bashin, balancing, motor assembling, motor lifting, routine testing/ /checking of the electric board and motor, painting of the motor and finishing and packing of motors. He has stated that he and other six trainees were doing the work of permanent nature in the said production lines and the work done by them was manual, skilled and technical. He has stated that a supervisor was supervising over their work. He has produced the copy of the termination letter dated 2-4-98 at Exb.W3.

15. In his cross-examination Shri Pradeep Bhonsle has stated that the letter of appointment at Exb.W 1 was accepted by him by accepting the terms and conditions of service contained in the same. He has identified his signature on Exb. W1 at point A. He has admitted that it is mentioned in Exb. W1 that Party II did not guarantee his permanent employment with it under the scheme. He has stated that he did not write any letter to Party II at any time stating that the terms and conditions mentioned in Exb. W1 were not acceptable to him. He has stated that Party II decides as to how many workers should be taken on permanent basis. He has admitted that in the letter at Exb. W3 it is mentioned that his training period was completed and there was no need for further training. This witness was shown copy of the training programme on I. S.O. conducted by R.K.S. on 24-9-96 and he has identified his signature on the same at point A. This document is marked as Exb. E 4. He has however stated that his signature was taken on Exb. E-4 without making him aware of what was written on it. He has admitted that he had taken training on I. S. O. conducted by R.K.S. on 24-9-96, and has signed the said training programme being fully aware of the same. This document is

produced at Exb. E5. He has denied the suggestion that he has signed the said training programme in acknowledgement of having attended the training on 24-10-96 being fully aware of the same. Upon being shown training programme on I.S.O. dated 14-1-97, this witness has identified his signature on the same at point A but has stated that he was not aware as to what was mentioned on the said training programme the copy of which is produced at Exb. E6. He has denied the suggestion that he has signed the said training programme in acknowledgment of having attended the training on 14-1-97. Upon being shown the training programme held on 10-4-97 and 11-4-97, the witness has identified his signature on the same at point A but has stated that he signed the same without knowing what was mentioned therein. The copy of the same is marked as Exb. E7 colly. He has denied the suggestion that he has signed the training programme in acknowledgment of having attended the training on the dates mentioned in the said programme and on being fully aware of the said programmes. Upon being shown training programme 6's and TPM, the witness has identified his signature on the same at point A but has stated that he signed the same without knowing what was mentioned therein. The copy of the same is marked as Exb. E 8. He has denied of having signed the said programme in acknowledgment of having attended the training and being fully aware of the same. Upon being shown training programmes on I. S.O. dated 21-1-98 and 23-1-98 the witness had identified his signature on the same at point A but has stated that he signed the same without knowing what was mentioned therein. The copy of the same is marked as Exb. E 9 colly. He has denied the suggestion that he signed the said programme in acknowledgment of having attended the training and being fully aware of the same. Upon being shown the training card, the witness has identified his signature on the same at point A. The same is marked as Exb. E 10. The witness has however voluntarily stated that his signature on Exb. E 10 was taken at a time. He has denied the suggestion that as he was a trainee he was not entitled to any relief.

16. The second witness Shri Suvarn Parmekar has produced his letter of appointment at Exb.W8 and like witness No. 1 he too has stated that his services were terminated by Party II before completing 24 months training period. The chief examination of this witness is on similar lines as that of witness No. 1.

17. In his cross-examination he has admitted that the conditions of service mentioned in Exb. W8 were accepted by him. He has admitted of having received a letter dated 2-4-98 from Party II informing that his training period was complete and the same is marked as Exb. E 11. Like witness No. 1, this witness has also identified his signature on Exb. E4, Exb. E5, Exb. E6, Exb. E7-colly, Exb. E8 and Exb. 9 at points B. He was also shown his training record card and he has admitted of having signed on the same. It is marked as Exb. E 12. He has admitted that on this card the type of training given for the period from 1-6-96 to 30-12-97 is mentioned. Upon being shown the training card for the period 10-4-97 to 23-1-98, the witness has admitted that it pertains to him and that he has signed on the same. He has also stated that on this card the type of training given during above period is mentioned. The said card is marked as Exb. E 13. He has however denied the suggestion that he is not entitled to any relief.

18. Witness No. 3 Shri Clefo De Souza has produced his appointment letter dated 6-6-96 at Exb. W9 and like the above two witnesses he too has stated that though his training period was of two years, his services were terminated by Party II after he completed the training period of 23 months. He has stated that he was appointed as trainee by the Party II under a scheme of Party II. The evidence of this witness is also on the similar lines as that of witness No. 1 and 2 above. He has produced his termination letter dated 2-4-98 at Exb. W10.

19. In his cross-examination he has admitted that he had accepted the terms and conditions in the letter at Exb. W9 and has identified his signature on the same at point A. He has also admitted that it is mentioned in Exb. W9 that Party II does not guarantee permanent employment after the training period is completed under the scheme. Upon being shown the termination letter at Exb. W10 this witness has admitted that in this letter it is mentioned that since he has completed the training, there was no further need to continue training till 6-6-98 and that the training will come to an end from the close of the working hours on 2-4-98. However, he has stated that according to him the training was not completed till 2-4-98 as it was for two years. Upon being shown the training record card he has admitted his signature on the same. It is produced at Exb. E 15-colly, and has stated that his signatures on the training cards were taken at one time after about six months of starting of his training. He has also clarified that he did not make any complaint to any authority of

Party II that his signature on Exb. E 15-colly. He has however denied the suggestion that he and other six trainees are not entitled to any relief.

20. Shri Harish Saviokar has stated that all these six persons were engaged as trainees/apprentices. He has produced the letters of appointment dated 22-4-96 of Shri Dinesh Pednekar; dated 17-4-96 of Shri Praveen Madgaonkar; dated 6-6-96 of Shri Pravin Kundalkar and dated 29-4-96 of Shri Sagun Naik at Exb. 23, Exb. 24, Exb. 25 and Exb. 26 respectively. He has stated that Party I trainees had accepted the terms of contract and reported for training on the dates mentioned in the respective contracts. He has stated that during the training period they were paid stipend as mentioned in the respective contracts. He has stated that this contract provided that it could be terminated by either side with one month's written notice. He has stated that the contract specifically provided that Party II does not guarantee permanent employment under the scheme but would consider employment if there is a suitable vacancy and that Party I trainees were aware that they have no lien on regular appointment on completion of their training. He has stated that though Party I trainees were engaged from different dates, their training was completed on 2-4-1998. He has stated that on successful completion of training, Party I trainees were discharged on close of working hours and that Exb. W3, Exb. W 10 and Exb. E11 are the discharge letters issued to Shri Pradeep Bhonsle, Shri Clefo De Souza and Shri Suvarn Parmekar. He has produced discharge letters of Shri Sagun Naik, Shri Pravin Kundalkar, Shri Dinesh Pednekar and Shri Pradeep Madgaonkar at Exb. 27-colly. He has stated that during the period from June 1996 to March 1998 Party I were given the through training in the trade of "assembly of motors" and other incidental jobs and has produced the training records of Shri Pravin Kundalkar, Shri Sagun Naik, Shri Praveen Madgaonkar, Shri Dinesh Pednekar and Shri Pradeep Bhonsle at Exb. 29-colly. He has stated that Party I trainees were discharged after completion of training as there were no regular vacancies for their absorption. He has stated that Party I are not entitled for any relief as there was no obligation on the part of Party II to employ them on completion of their training.

21. In his cross-examination he has denied the suggestion that the terms and conditions of the service governing Party I were those of normal workmen under the Factories Act, 1948. He has also denied the suggestion that the termination/retrenchment of Party I is illegal, unjustified,



malafide, by way of victimization and without compliance of Section 25-F of the Act. He has denied the suggestion that the termination of services of Party I is by way of unfair labour practice under clause 5 (d) of 5<sup>th</sup> schedule of the Act. He has denied the suggestion that though Party I were appointed as trainees, they were not at all trained but instead were called upon to put in eight hours of hard work daily for 24 months for meeting the normal production target and therefore they are the workmen u/s 2(s) of the Act. He has also denied the suggestion that Party I have put in continuous service making them eligible for protection under the principles of natural justice.

22. From the nature of above evidence it becomes clear beyond doubt that all these seven persons who are Party I were appointed pursuant to appointment letters at Exb.W1, Exb.W8, Exb.W9 and Exb.23 to Exb.26. The contents of these letters are otherwise not denied by all these trainees. There is no challenge by Party I to these appointment letters before the Industrial Adjudicator. Even for that matter, the statements made by Shri Harish Savoikar referring to the contents of the above appointment letters are not denied in his cross examination. Therefore, the admitted position is that these appointment letters were basically to enable Party I to undergo training and that Party II did not create any contract of employment between the parties. The fact thus remains established is that Party I trainees were well aware that they were paid stipend as per the said contract; that their contract could be terminated by either side with one month's written notice; that Party II had not guaranteed them permanent employment under the scheme but it would have considered their employment if there was suitable vacancy and that their engagement with Party II was as trainees and they had no lien on the regular appointment on completion of their training.

23. Be that as it may, though in his evidence witness No. 1 Shri Pradeep Bhonsle as well as the other witnesses have stated in details the nature of work being done by them during the training period to contend that they were doing the regular work like the other nine permanent workers who were in employment of Party II but at the same time these witnesses have admitted their signatures on the training programmes as well as training record card at Exb. E5, Exb. E6, Exb. E7-colly, Exb. E8, Exb. E9-colly, Exb. E10, Exb. E12, Exb. E13, Exb. W10, Exb. E15-colly and Exb. 29-colly. Having admitted their signatures on the

above documents, the respective witnesses cannot be heard to say that they were not made aware the contents of the above documents or that their signatures on the training record cards were taken at one time. This is because, if such was the case, it was for Party I trainees to make this grievance while raising the dispute before the Asstt. Labour Commissioner vide letter dated 7-4-98 (Exb. W5) and not at this stage. It deserves to be noted that the letter at Exb. W5 is silent on the above aspect of the matter. Being so, the above documentary evidence goes to falsify the case of Party I trainees that they were doing the same work that of permanent employees and that though they were appointed as trainees, they were not given any training. Even for that matter, no evidence has been adduced by Party I to prove that there were suitable vacancies in Party II at the time of completion of their training and despite it Party II did not consider their case for regular appointment. Thus the observations in the judgment in the case of **M. D. Hindustan Photo Films (supra)** that the person who were appointed as trainees for particular period and at a fixed salary cannot be regularized therefore squarely attract to the fact situation in the instant case.

24. The discharge letters dated 2-4-98 of Party I trainees are at Exb. W3, Exb. W11, Exb. W10 and Exb. 27-colly. Reading of these letters make it clear that it was informed to these trainees vide these letters that they have completed their training and there is no further need to continue training till 8-5-96. It is also stated in these letters that the training of the trainees would come to an end from the close of working hours of Party II on 2-4-1998. Appointment letters of these trainees permit their termination during training period with one month's notice on either side. Reading of the above discharge letters indicate that amount towards one month stipend in lieu of one month's notice was enclosed with these notices.

25. Witness No.1 Shri Pradeep Bhonsle has admitted in his cross-examination that he had received an amount of Rs.1250/- in cash along with the said letter and has also admitted that he had issued a receipt in acknowledgment of the receipt of the above amount and which receipt is produced at Exb. E 1. Witness No. 2 Shri Suvarn Parmekar was shown in his cross examination the discharge letter dated 2-4-98 at Exb.E 11 and he too has admitted of having received cash of Rs.1250/- along with this letter towards one month's stipend in lieu of one month's notice. Witness No. 3 Shri Cleffo De Souza has produced

the discharge letter dated 2-4-98 at Exb.W10 and in his cross-examination he has made it clear that this letter was not received by him personally but it was received by him subsequently when it was sent to him by registered post. As regards the discharge letters sent to the remaining trainees the same are produced on record by Shri Harish Savoikar, at Exb. 27-colly and reading of these documents make it clear that the above trainees were explained the contents of these letters but they had not accepted the same and therefore the copy of the same was sent by registered AD post. It is therefore clear that the termination during training period was in terms of appointment letters issued to Party I trainees.

26. That apart, it is very apparent from the observations in the judgment in the case of **Petroleum Employees Union(supra)** that merely because the persons appointed under the training scheme do the work of permanent nature they cannot be called as workman as the respondents therein have given the details as to how the training was imparted to these candidates and how the training history cards are maintained. This judgment also indicates that the candidates therein were also given benefit of Provident Fund, ESI and bonus under the scheme itself as the law governing the same required that the trainee should be given such benefits. Like in the above case the fact situation in the instant case is almost the same and therefore Party I trainees herein cannot be termed as the workmen. This being the case, the arguments of Id. Advocate for Party I that since Party I workers have been working for eight hours per day, they are the 'workmen' under the Act, merit no consideration.

27. It appears that the Appropriate Government, has before making the instant reference, has failed to appreciate that there did not exist or apprehended to exist any industrial dispute within the purview of The Act as relationship of employees/workmen and the employer/management is a *sine qua non* for the existence of such a dispute. Party I herein are only the trainees and not employees/workmen qua the Party II and therefore they could not raise an 'industrial dispute' with the Party II. Being so, the reference made to this court is neither legal nor proper. This being the situation the present reference is not maintainable and hence does not survive. Hence my findings.

28. *Issue No. 1* : In view of findings on issue No. 3 above, the question of answering this issue does not arise. Hence my findings.

29. *Issue No. 2* : Since Party I are held as 'trainees' and not the 'workmen' u/s 2(s) of the Act and as there does not exist an 'industrial dispute' between the parties, the question of deciding as to whether the termination of their services is in violation of Section 25-F of the Act, does not arise. Hence my findings.

30. *Issue No. 4* : In view of above discussion, Party I are not entitled to any relief. Hence my findings.

31. In the result, I pass the following:

#### ORDER

1. It is hereby held that the dispute referred to this court to decide the legality and justification of the action of the employer, M/s. Crompton Greaves Ltd., Thivim Industrial Estate, Karaswada, Bardez Goa, in terminating the services of Shri Suvarn P. Parmekar, Shri Pradeep N. Bhonsle, Shri Dinesh M. Pednekar, Shri Praveen P. Madgaonkar, Shri Pravin P. Kundalkar, Shri Sagun E. Naik and Shri Clefo De Souza, with effect from 2-4-1998, being not legal and proper is not maintainable and hence does not survive.
2. Party I trainees are therefore not entitled to any relief.
3. No order as to costs.

Inform the Government accordingly.

Sd/-  
(B. K. Thaly)  
Presiding Officer  
Industrial Tribunal-  
-cum-Labour Court.

#### Notification

No. 28/1/2014-Lab/264

The following award passed by the Industrial Tribunal and Labour Court at Panaji-Goa on 31-01-2014 in reference No. IT/58/01 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Labour).

Porvorim, 05th May, 2014.



IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Ms. Bimba K. Thaly, Presiding  
Officer)

Ref. No. IT/58/01

Roshan Sakhalkar,  
c/o Prasad Sakhalkar,  
r/o Palmar Building,  
Mestabhat, Mercas,  
Tiswadi, Goa

..... Workman/Party I

V/s

M/s. International Education  
& Fellowship Trust,  
Office at Alto Betim,  
C/o ACDIL High School,  
Bardez, Goa

..... Employer/Party II

Workman/Party I represented by Adv. Shri R.  
Gawthankar.

Employer/Party II represented by Adv. Shri A. V.  
Nigalye.

AWARD

(Passed on 31st day of January, 2014)

By order dated 21-11-01, bearing No. 28/24/  
/2001-Lab the Government of Goa in exercise of  
the powers conferred by clause (d) of sub-section  
1 of Section 10 of The Industrial Disputes Act, 1947  
(for short The Act) has referred the following  
dispute for adjudication.

- “(1) Whether the resignation dated 29-4-2000 of  
Ms Roshan Sakhalkar, Craft Teacher was  
obtained under duress by M/s. International  
Education and Fellowship Trust, Alto-Betim,  
Bardez? or it was a voluntary act of the  
workperson?
- (2) In any event, to what relief the workperson  
is entitled?”

2. Upon receipt of the reference, a case was  
registered under No. IT/58/01 and registered AD  
notices were issued to both the parties and upon  
service, Party I filed the claim statement at Exb.3  
and Party II filed the written statement at Exb. 4.  
Party I then filed the rejoinder at Exb.5.

3. In the claim statement it is in short the case  
of Party I that she was employed by Party II as  
craft teacher w. e. f. 1st June, 1992 initially on a  
monthly salary of Rs. 500/- which was later  
increased from time to time to 1540/- in the month  
of April. It is stated that she was never issued

appointment letter nor service conditions and as  
such apart from doing the work of craft teacher  
she was also entrusted with other work of the  
trust without any other allowances or benefits. It  
is stated that on 8-5-00 the Principal, Mrs. Shashi  
Kumar called her and took her signature on a letter  
typed in the office stating that the same would be  
sent to the Government to show her performance  
and as such she without going through the  
contents of the letter signed the same. It is stated  
that Party I was compelled by Party II to sign the  
said letter by stating that she would otherwise  
not be allowed to join the duties and apprehending  
injuries, she succumbed. It is stated that on the  
same day when she went to report to her duty the  
Principal handed over to her the said letter and  
directed her not to report/join the duties as she  
has resigned from service and told her to come  
after one year. It is stated that she kept the letter  
with her without showing it to anybody and  
continued to report to the institution everyday but  
was not allowed to do any work or to enter the  
premises. It is stated that in the month of July,  
Party I was issued certificate by the principal  
stating that she was attached to the institute from  
1-6-92 to 29-4-00 which she showed to her relative  
in the month of July and as such for the first time  
came to know that her signature was obtained on  
the letter by illegal means and based on it she  
was not allowed to join the duties. It is stated  
that Party I had worked for Party II for the last  
seven years continuously but was compelled to  
resign by Party II against the provisions of the  
Act. Party I has therefore prayed to declare that  
her resignation was obtained by force and it is  
not her voluntary act. She has also prayed to direct  
Party II to reinstate her in service with back wages.

4. In the written statement Party II has denied  
the case set up by Party I and has stated that the  
reference is not maintainable as the matter  
referred to this Tribunal is not an industrial dispute  
within the meaning of Section 2(k) of the Act; that  
Party II is not an industry and Party I is not a  
workman; that Party I employed as a teacher  
is/was a non-workman; that though educational  
institution is an industry, the teacher employed  
therein is not a workman; that the order of  
reference is contrary to Section 10 of the Act and  
that the union of India is a necessary party to the  
present proceedings. It is also the case of Party II  
that it manages an institute under the name and  
style of Academy for Community Development  
and International Living (ACDIL) at Alto Betim,  
Bardez, Goa which runs a training centre known  
as “Anganwadi Workers Training Centre” which

imparts training and education to Anganwadi workers in Goa under the Integrated Child Development Service (ICDS). It is stated that ICDS is assisted by World Bank initiated by Central Government through its Department of Women's Welfare, Ministry of Human Development which is a major child development programme throughout the country. It is stated that for the purpose of training the personnel to carry out the programme, the State Government has identified different training centres for training the Anganwadi Workers and ACDIL was identified as such centre in Goa on 13-12-1980. It is stated that the aim of such training and education is to develop all functionaries of ICDS into agents of social change. It is stated that the funds for the training programme are sanctioned by the Central Government to the State Government, which in turn releases them to the training centre. It is stated that for implementing such schemes and programmes, Party II employs instructors and teachers, full time as well as part time who impart training to the Anganwadi workers. It is stated that Party I was employed as craft teacher in Anganwadi Workers Training Centre and her work involved imparting training and teaching crafts to the Anganwadi Workers and the said work was not manual, clerical, skilled, technical, operational or supervisory. It is stated that Party I joined the Anganwadi Workers Training Centre as craft teacher on 1-6-93 and worked in the said capacity till 29-4-00 and was initially paid a honorarium of Rs. 500/- per month which was increased from time to time as per the guidelines and instructions issued by the Central Government and it was Rs.1540/- per month in April 2000. It is stated that in the month of April 2000 Party I submitted an undated letter to the principal of the Anganwadi teachers training centre stating that due to her personal reasons she is resigning from the post of craft teacher w. e. f. 29-4-00 which resignation was accepted by the said principal and she was also issued a service certificate dated 8-5-00 on her request. It is stated that after about six months from the date of acceptance of her resignation, Party I approached the Labour Commissioner by letter dated 13-11-00 by making false allegations against Party II and requested him to initiate conciliation proceedings to reinstate her with full back wages. It is stated that upon initiation of conciliation proceedings Party II attended and filed reply dated 8-3-01 but despite the objections raised by Party II, the Asst. Labour Commissioner continued with the said proceedings and finally made a failure report dated 18-6-01. It is stated

that after the said failure report was sent to the Government, Party II addressed a letter dated 24-7-01 to the Secretary Labour, Government of Goa stating that the dispute raised by Party I was not an industrial dispute and that Party I was not a workman so also that Anganwadi Workers Training Centre was not an industry and requested not to make reference of the matter to the Industrial Tribunal. It is stated that inspite of these objections the Government referred the matter for adjudication to this Tribunal. Party II has therefore prayed to reject the reference.

5. In the rejoinder at Exb. 5 Party I has denied the contentions raised by Party II in the written statement and has asserted its case set up in the claim statement.

6. Based on the pleadings of both the parties, issues were framed on 28-10-03 (Exb. 10).

7. In support of her case Party I examined herself as witness No. 1 and Ms. Rajani Udeykar as witness No. 2. On the other hand Party II examined Mrs. Shashi Kumar as their witness and closed the case.

8. Heard learned Adv. R. Gawthankar for Party I and learned Adv. Shri A. V. Nigalye for Party II.

9. I have gone through the records of the case and have duly considered the arguments advanced. I am reproducing herewith the issues along with their findings and reasons thereof.

| Sr. No. | Issues   | Findings         |
|---------|--|------------------|
| 1       | 2  | 3                |
| 1.      | Whether the Party I proves that her resignation letter was obtained by the Party II by force and under duress?                           | In the negative. |
| 2.      | Whether the Party II proves that it is not an industry as defined under Sec. 2(j) of the Industrial Disputes Act, 1947?                  | In the negative. |
| 3.      | Whether the Party II proves that the Party I is not a workman as defined u/s 2(s) of the I. D. Act, 1947?                                | In the negative. |
| 4.      | Whether the Party II proves that the dispute referred is not an "industrial dispute" within the meaning of Sec. 2(k) of I. D. Act, 1947? | In the negative. |

| 1  | 2  | 3                   |
|----|--|---------------------|
| 5. | Whether the Party I is entitled to any relief? | In the negative.    |
| 6. | What Award?                                    | As per order below. |

## REASONS

10. I would like to take up issue Nos. 2, 3 and 4 for discussion, before answering issue No.1 since these issues go to the root of the matter being the jurisdictional issues.

11. *Issue Nos. 2 and 3:* Both these issues are answered together for sake of convenience as the same are interlinked.

12. It is the case of Party II that it is not an 'industry' as defined u/s 2(j) of the Act and it is also its case that though an educational institute is an "industry", as per the settled law, the teacher employed therein is not a "workman". In support of the above case ld. advocate for Party II relied on the judgment in the case of **Bangalore Water Supply and Sewerage Board etc. v/s A. Rajappa and Ors. (1978) 2 SCC 213**, in which it is held that education institution is an industry; in the case of **S. Sundarambal v/s Government of Goa, Daman, Diu and Ors. 1983, Mh. L. J. 881** and in the case of **Miss A. Sundarambal v/s Government of Goa, Daman and Diu and others AIR 1988 SC 1700**. It may be mentioned here that in the judgment in the case reported in **Mh. L. J.881(supra)** it is held that the teacher is not a workman within the meaning of Sec. 2(s) of the Act, even though education is an industry as held in the case of **Bangalore Water Supply (supra)**. The judgment in appeal against the above judgment is reported in **AIR 1988 SC(supra)** vide which the said appeal has been dismissed by upholding the observations in the judgment reported in **1983 Mh. L.J. 881 (supra)**. Ld. advocate for Party II also submitted that Party II is a trust and hence is not an industry. In support of these submissions he relied on the judgment in the case of **Bharat Bhawan Trust v/s Bharat Bhawan Artists Association (2001) 7 SCC 630**, in which by referring to the judgment in the case of **Bangalore Water Supply (supra)** observed that the three tests to find out if the institution is an industry are to see (a) if the institution is engaged in a systematic activity. (b) if it is organized by co-operation between employer and employee and (c) if it is engaged in the production of goods and services.

13. Ld. adv. for Party I however placing reliance on the very same judgment in the case of **Bangalore Water Supply (supra)** tried to canvass that Party II being an educational institute is an "industry".

14. From the observations in the judgments above, it is apparently clear that the educational institution is an industry u/s 2(j) of the Act. Party II is a trust/institution engaged in multifarious social and educational activities. It is not in dispute that for achieving its objects and aim, Party II manages an institute under the name and style of Academy for Community Development and International Living(for short ACDIL), which institute runs a training centre known as "Anganwadi Workers Training Centre" (for short ATC) which imparts training and education to AnganwadiWorkers in Goa.

15. Party I has stated in her cross examination that the Anganwadi Workers do the work of imparting knowledge to women to take care of the children from their birth till the age of six years, in respect of their nutrition and child care. She has stated that Anganwadi Workers assist Immunization programmes and they visit villages and do the survey of women, children in villages. She has stated that she has also done the survey work and that the training is given in order to equip the Aganwadi Workers in their above field work. Considering the nature of above work done by Anganwadi Workers upon training through ATC, run by ACDIL and managed by Party II, it is apparent that Party II is an educational institution as it employs persons to impart knowledge to others.

16. Be that as it may, in the judgment in the case of **Bharat Bhawan (supra)**, the appellant i.e. Bharat Bhawan Trust, was established under Bharat Bhawan Nyas Adhiniyam, 1982 (The Act). The main object of the said trust were to preserve and explore, innovate, promote and disseminate arts and to manage and expand Bharat Bhawan as a National Centre of excellence in creative arts. It is observed in this judgment that Bharat Bhawan Trust is engaged only in the promotion of Art and Preservation of Artistic Talent and its activities being not the one of those in which there can be a large scale production to involve co-operation of efforts of the employer and employee, it cannot be called as an "industry". The above observations have been made based on the tests laid down in the judgment in the case of **Bangalore Water Supply (supra)**.



17. Viz-a-viz above, in the case at hand it is clear that the object and aim of Party II herein is to impart training and education. This requires involvement of co-operation of efforts of the employer and employee. This also requires performance of systematic activity of achieving the above aim and object of Party II and further that services rendered through ATC are for the human welfare, which is apparent from the statements made by Party I in her cross examination to which reference is made above.

18. Thus, from the nature of the work in which Party II is engaged, the judgment in the case of **Bharat Bhawan (supra)** could be easily distinguished as in the said case Bharat Bhawan Trust was engaged only in promotion of Art and Preservation of Artistic Talent by engaging artists unlike in the instant case where the object and aim of Party II is of Human Welfare. This being the case, the observations in the judgment in the case of **Bharat Bhawan Trust (supra)** cannot be imported in the instant case to say that Party II is not an industry.

19. Be that as it may, it is also the case of Party II that Party I is not a workman. By referring to the observations in the judgment in the case of **Bharat Bhawan Trust (supra)** in which it is held that the respondent artists therein could not be treated under the category of workman, Id. advocate for Party II stated that in the similar manner Party I in the instant case, who is a Craft Teacher, cannot be treated under the category of workman. It may be mentioned here that in the case of **Bharat Bhawan Trust (supra)** the respondent artists were engaged in the production of drama or in theater management or in participating in play and therefore it was observed that since acting involves mere expression of creative talent, they cannot be treated under the category of workman. In the case at hand, Party I is employed as Craft Teacher and therefore the work performed by her is not the one of Production of Drama, theater management which is the case with respect to artists in the case of **Bharat Bhawan Trust (supra)**. Being so, the observations in the judgment in the above case cannot be made applicable to the instant case to say that Party I herein does not come in the category of workman.

20. No doubt, in the judgment in the case of **Miss A. Sundarambal (supra)** it is observed that teacher employed in a school is not a workman but it cannot be lost sight of the fact that said Miss A. Sundarambal was appointed as a teacher in a school conducted by Society of Franciscan

Sisters of Mary at Caranzalem, Goa and by observing that imparting of education is in the nature of a mission or a noble vocation, teachers cannot be considered as doing skilled or unskilled manual work or supervisory or technical or manual work, said Miss A. Sundarambal was held as not coming in the category of workman.

21. Viz-a-viz the above observations, the Party I herein is a Craft Teacher and doing of craft requires skill. In her chief examination, Party I has stated that though she was appointed as a craft teacher, she was entrusted with other office work such as posting office letters and parcels, collecting monthly payment of other office staff from the State Bank of India, Secretariat branch, Panaji, visiting the offices of Joint Directors of Party II for obtaining their signatures on cheques etc. but in her cross examination Party I has made it clear that her main work was that of a craft teacher. She has also stated that she was fully occupied with her teaching work at ATC throughout the day. Thus, from the nature of above evidence of Party I, it becomes clear that even otherwise the work done by Party I apart from her work as a craft teacher was clerical in nature. This in other words means that Party I was employed with Party II to do skilled and other clerical work and hence she comes in the category of workman.

22. Id. advocate for Party II also relied on the judgment in the case of **Patdi taluka Panchayat & 2 Ors v/s Zebunnisha Nathumiya C/o Jilla Engineering & General Kamdar 2011III CLR 733** in which Anganwadi helper was not considered as a “workman” u/s 2(s) of the Act. It may be mentioned here that Party I herein is not employed as Anganwadi helper but as a teacher at ATC and was mainly required to do skilled work. Even for that matter, the post of an Anganwadi helper cannot be equated to that of a teacher employed at Anganwadi Teacher’s Training Centre. Thus, the observations in this judgment which are made relating to Anganwadi helper, cannot strictly speaking be made applicable to the instant case.

23. It is therefore clear from above discussion that Party II has failed to prove that it is not an industry u/s 2(j) and that Party I is not a workman under Section 2(s) of the Act. Hence my findings on these issues.

24. *Issue No. 4:* Since discussion supra makes it clear that Party II is an “industry” and Party I is a ‘workman’, the present dispute comes within the definition of ‘industrial dispute’ u/s 2(k) of the Act and thus this Court has jurisdiction to decide the dispute. This issue is therefore answered in the negative.

25. *Issue No.1:* The burden of proving this issue is cast on Party I and therefore it is for her to prove to the hilt that her resignation was obtained by Party II by force and under duress.

26. In the claim statement Party I has pleaded that on 8-5-2000 as usual she went to attend her work at which time the principle Shashi Kumar called her and took signature on a letter typed in the office stating that the same would be sent to the Government of Goa to show her performance. It is also pleaded in the claim statement that Party I without going through the contents of the said letter and believing her Principal signed the said letter. It is further pleaded that Party I was compelled by Party II to sign the said letter by stating that she would otherwise not be allowed to join the duties and apprehending injury she succumbed and signed the said letter. It is also pleaded that on 8-5-00 when Party I went to report to her duties, the said letter was handed over to her by the principal who directed her not to report/ /join the duties as she has resigned from the service and also told her to come after one year. It is also pleaded that Party I being frustrated accepted the said letter and kept it with her without showing it to anybody and continued to report the institution everyday but was not allowed to do any work or to enter the premises.

27. In her evidence Party I, Ms. Roshan Sakhalkar has corroborated the above pleadings made in the claim statement to some extent however has also stated that after obtaining her signature on the said paper she was sent outside for posting some letter and when she returned she was refused work and was handed over a letter and certificate stating that she has resigned from the service of Party II and was told to come after one year and to undergo training course at Design Development Centre run by Directorate of Industries and Mines, Government of Goa. She has also stated that accordingly she completed two months casual course in Papier Mache Craft at Design Development Centre, Neogi Nagar, Panaji-Goa from 17-7-2000 to 16-9-2000. She has also stated that she did not narrate this incident to her friends or relatives but in the month of July she was issued a certificate by principal stating that she was attached to institution of Party II from 1-6-1992 to 29-4-2000.

28. In her cross-examination Party I has made it clear that she had not mentioned in her letter to ALC that on 8-5-2000, the Principal called her in the chamber and told her to sign on the paper purporting to be her performance to be shown to

the Government. Even for that matter, reading of the entire cross-examination of Party I makes it clear that the letter addressed by her to the Labour Commissioner was dated 13-11-2000, and even after being shown the said letter dated 13-11-2000, she was not in a position to say, if she has mentioned the fact that the Principal had threatened her saying that if she did not sign the said letter, she would not be issued experience certificate and would not be allowed to enter the premises and thus apprehending this injury, she signed the paper, in the said letter. Para 10 of her affidavit was also brought to her notice wherein it is not found mentioned about she addressing letter to ALC and upon this, she has stated that she was unable to say anything on this subject. Thus, all the above statements of Party I lead me to infer that no authenticity or credibility could be attached to her version in the chief examination.

29. It is worthwhile mentioning that in her claim statement Party I has stated that after accepting the letter dated 8-5-2000 (Exb. 23) she kept it with her without showing it to anybody. It is also stated in the claim statement that Party I was issued a certificate by the Principal stating that she was attached to the institution from 01-06-1992 to 29-04-2000, in the month of July. This certificate is produced at Exb. W 1. It is however noticed that in her affidavit in evidence Party I has deviated from the above mentioned pleadings in the claim statement by saying that on 8-5-2000 she was refused work and was handed over a letter and certificate, telling her that she has resigned from the services of Party II. This means that both Exb. W3 and Exb.W1 were handed over to Party I on 8-5-2000 itself and it was also made known to Party I on 8-5-2000 itself that she had resigned from the services of Party II. It is worthwhile noting that in para 11 of her affidavit in evidence, Party I has again setup a new story by saying that she was issued a certificate by Principal stating that she was attached to the institution of Party II from 01-06-92 to 29-04-2000 (which certificate is at Exb. W-1), in the month of July.

30. It may be mentioned here that Mrs. Shashi Kumar, the witness of Party II has reiterated the contents of the written statement by making it clear that Party I submitted an undated letter to her stating that due to her personal reasons she was resigning from the post of craft teacher w. e. f. 29-4-2000 and that she accepted the said resignation and issued her a certificate dated 8-5-2000 (Exb. W-1). as per her request.



31. In the context of above, cross-examination of Party I gains significance as she has made it clear in her cross-examination that Party II issued experience certificate (Exb. W 1) to her in the month of May 2000. She has further made it clear that the contents in the claim statement that the certificate was issued in the month of July 2000 are not correct and that the contents in the claim statement that the certificate was shown to her relatives in the month of July are correct. It deserves to be noted that in her further cross-examination Party I has made a categorical statement to the effect that she tendered resignation on 8-5-2000 and also that she made demand for certificate at Exb. W-1 from the Principal, who accordingly issued the same.

32. In his argument *Id. advocate* for Party I submitted that it is only the appointing authority who has the power and competence to terminate the services of an employee. In the context of his above submissions, he relied on the judgment in the case of **M/s. Andhra Sugar Ltd., & etc. v/s Labour Court, Guntur & Anr. 2008 LLR 998** and in the case of **Kesoram Industries Ltd., v/s State of West Bengal & ors. 2013 LLR 1247**. Before discussing on the aspect of applicability/non applicability of the observations made in the above judgments to the instant case, it is worthwhile mentioning that while cross-examining Mrs. Shashi Kumar, it is the case of Party I that no appointment letter was issued to Party I. This being the situation, the arguments advanced by *Id. advocate* for Party I that it is only the appointing authority who has the power and competence to terminate the services of an employee, do not merit consideration and this is because there is no written record before this court to know as to who was the appointing authority of Party I. Even for that matter, it is not pleaded in the claim statement that there has to be proper acceptance of the resignation or else such resignation is bad or that the trust had not accepted the resignation letter of Party I. Thus, the arguments to the above effect, advanced by *Id. advocate* for Party I, are of no consequence. This is because if the above fact was pleaded in the claim statement, Party II would get an opportunity to reply to the same. Considering the settled law that the evidence beyond the pleadings cannot be accepted, I find no reason to consider the above arguments of *Id. advocate* for Party I.

33. Be that as it may, reverting back to the judgment in the case of **M/s. Andhra Sugar (supra)**, the resignations from the loaders and

unloaders in this case were brought into existence by the Time Keeper of the industry. The case of the workmen was that the Time Keeper of the factory picked up a quarrel and forcibly collected their signatures on blank papers. It was in the above set of facts, observed that heavy duty rests upon the appointing authority, to ensure that the letter of resignation is submitted by the employee himself, and that there is no element of coercion or threat in the process. In the judgment in the case of **Kesoram (supra)**, the workman had claimed that his resignation was forcibly obtained by the management and it can be gathered from the facts in this case that the said workman had promptly reported the incident of coercion in procuring his resignation letter, by the management forcibly to the police or contemporaneously objected to the same before his employer and it was in this situation labour court inferred that the resignation was procured by the management and not voluntarily submitted by the employee.

34. Unlike in the case of **M/s. Andhra Sugar (supra)**, Party I herein has signed the said letter in the presence of the Principal (though according to Party I she signed it apprehending injury) and therefore the observations in this judgment cannot be imported in the instant case. As regards the judgment in the case of **Kesoram (supra)**, though in the instant case it is the case of Party I that she was compelled by Party II to sign the letter by stating that she would otherwise not be allowed to join the duties and apprehending injury she succumbed and signed the said letter, it would not stand to reason to believe that Party I having undergone such an ordeal would not react by immediately informing police or otherwise about obtaining of her forceful signature on the letter under threats, by the management. Thus, for this reason the observations in the above judgment, also cannot be made applicable to the instant case.

35. Nevertheless, from the discussion in the preceding paras made by referring to the material on record, the inconsistency in the statements of Party I on the subject of her resignation becomes apparent. Also, from her statement that on 8-5-2000 she was told by Party II that she resigned from services, it become clear that the story projected by Party I in her claim statement that it was only in the month of July when she showed the certificate (Exb. W-1) to her relative, she for the first time came to know that her signature was obtained on the letter typed in the office of the institution and based on this she was not allowed to join the duties, is apparently an incorrect statement.

36. It may be mentioned here that Party I has examined one Ms. Rajani Udeykar as her witness, to substantiate her case that it was said Rajani who in the month of July 2000, upon reading the letter of resignation told Party I that she had resigned from the service. It deserves to be noted that Party I has conveniently avoided to disclose the name of the said relative in her pleadings and therefore there is every reason for me to hold that there is no correlation between the said so called 'relative' and Ms. Rajani Udeykar who has been examined later on, which is obviously to suit the pleadings in the claim statement. Nevertheless, as discussion supra makes it clear that Party I was aware of the fact of resignation on 8-5-2000 itself, the evidence of Ms. Rajani Udeykar is of no assistance to Party I to advance her case on this subject.

37. Even for that matter, perusal of failure report (Exb. W2) also gives a clear indication that the representative of Party I had stated before the conciliation officer that Principal, Smt. Shashi Kumar took the signature of Party I on a letter typed in the office without explaining the contents therein, on 7-5-2000 and thereafter Party I was not allowed to join the duties w. e. f. 8-5-2000. Thus, the above case projected before the Asst. Labour Commissioner makes it clear that the case set up in claim statement that it was on 8-5-2000 Principal Shashi Kumar took the signature of Party I on a letter typed in office and it was on this very same day Party I was directed not to report/join the duties as she has resigned from service, does not disclose the true and correct facts.

38. It is nowhere pleaded by Party I in the claim statement that after she was refused work on 8-5-2000, she was told by Party II to undergo training course at Design Development Centre run by Directorate of Industries and Mines, Government of Goa and as per these instructions she completed two months casual course in Papier Mache Craft at Design Development Centre Neogi Nagar, Panaji-Goa from 17-7-2000 to 16-9-2000. She has produced the above certificate dated 10-11-2000 at Exb. W-4. It deserves to be noted that Party I has made it clear in the cross-examination that she wrote a letter dated 13-11-2000 to the Labour Commissioner after completion of two months of training course at Design Development Centre run by Directorate of Industries and Mines. The very fact that Party I underwent the above course for two months after 8-5-2000 falsifies the case pleaded by her in paras 9 and 10 of the claim statement that she being

frustrated accepted the letter dated 8-5-2000 and kept it with her without showing it to anybody and continued to report the institution every day but was not allowed to do any work or to enter the premises and that on account of frustration she did not approach anybody with the said letter. It further falsifies the statement made by Ms. Rajani Udeykar that in the month of July 2000 when she went to Party I who is her aunty, realized that Party I was tense, appeared to be under tremendous pressure and not in a mood of talking to her for the reasons, it is difficult to believe that a person in the state of mind as above, would undergo the training course as mentioned in the certificate at Exb. W4. This is more because Party I has categorically omitted to mention in her pleadings of claim statement, the fact of she having completed the above course. In this context, a note deserves to be taken that in her cross-examination Party I has again changed her version by saying that after she accepted the letter from the Principal, she was not reporting for work in the institution.

39. Ld. Advocate for Party I by referring to the cross examination of Ms. Shashi Kumar submitted that the resignation was submitted in her presence as well as in the presence of instructor Pratima Shet, one Clerk and one peon Suvarna. He therefore contended that Party II should have examined aforesaid persons to substantiate the fact that the resignation was tendered by Party I. Nonetheless, as rightly pointed out by Ld. advocate for Party II, the burden of proving issue No. 1 is on Party I. Thus, if Party I had discharged the burden of proving that her resignation letter was obtained by Party II by force and under duress, it was only then the onus of proving otherwise would shift on Party II. Since above discussion proves that Party I has failed to prove that her resignation letter was obtained by the Party II by force and under duress, the question of casting burden on Party II to prove otherwise, would not arise. Hence my findings.

40. *Issue No. 5:* In view of above discussion. Party I is not entitled to any relief.

41. Hence the following:

#### ORDER

1. It is hereby held that the resignation dated 29-4-2000 of Ms. Roshan Sakhalkar, Craft Teacher was not obtained under duress by M/s. International Education and Fellowship Trust, Alto-Betim, Bardez and that it was a voluntary act of the workperson.

2. The workperson, Ms. Roshan Sakhalkar is therefore not entitled to any relief.
3. No order as to costs.

Inform the Government accordingly.

Sd/-  
(B. K. Thaly)  
Presiding Officer  
Industrial Tribunal-  
-cum-Labour Court

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**Notification**

No. 28/1/2014-Lab/292

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 05-08-2013 in reference No. IT/8/06 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Labour).  
Porvorim, 23rd May, 2014.

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IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

**(Before Ms. Bimba K. Thaly, Presiding  
Officer)**

Ref. No. IT/8/06

Shri Vasant G. Mapari,  
H. No. 333, Bazarwado,  
Collem, Goa  
V/s

....Workman/Party I

Village Panchayat Collem,  
Sanguem-Goa

.... Employer/Party II

Workman/Party I represented by Shri P. Gaonkar.  
Employer/Party II represented by Adv. Shri T. Pereira.

**AWARD**

(Passed on this 5th day of August, 2013)

By order dated 15-11-05, bearing No. 28/20/2005-LAB/77, the Government of Goa in exercise of the powers conferred by clause (d) of sub-section 1 of Section 10 of The Industrial Disputes Act, 1947 (for short The Act) has referred the following dispute for adjudication.

“(1) Whether the action of the Village Panchayat, Collem, in superannuating Shri Vasant G. Mapari, Peon, with effect from 31-8-2002, on attaining the age of 58 years amounts to illegal termination of services.

(2) If the answer to (1) above is in the affirmative, to what relief the workman is entitled?”

2. Upon receipt of the reference, a case was registered under No. IT/8/06 and registered AD notices were issued to both the parties and upon service, Party I filed the claim statement at Exb. 3 and Party II filed the written statement at Exb. 5. Party I then filed the rejoinder at Exb. 6.

3. In the claim statement it is in short the case of Party I that he was appointed as Peon initially from 1-12-1966 on a pay scale along with other allowances applicable to the State Government Employees and was paid wages and allowance upto 22-12-83. That 23-12-83 he was illegally terminated but upon raising the dispute and adjudication by the Industrial Tribunal he was reinstated with full back wages and continuity of services. It is stated that after reinstatement Party II was always harassing Party I and pursuant to this he was forced to sign an agreement dated 17-2-1998. It is stated that the Sarpanch of Party II asked him to submit letter of retirement as his age of retirement was 58 years and also gave him threats, mental tension and harassment and thus obtained letter dated 30-7-2002. It is stated that this letter was conditional provided he was paid legal dues of Rs. 1,49,650/-. It is stated that the retirement age of the Peons working in the State Government is 60 years and that he was governed by the service conditions applicable to the State Government. It is stated that under the provisions of Goa Panchayat (Staffing pattern, scale of pay and mode of recruitment of staff of Panchayats) Order 2003, retirement age of the Peons is 60 years and even before implementation of the above order the Peons were retired at the age of 60 years. It is stated that the termination of his services under the garb of retirement is illegal, unjustified and bad in law and amounts to illegal termination of services and hence the prayer for back wages and other reliefs.

4. In the written statement it is the defence of Party II that it is a statutory body corporate constituted under the Goa Panchayat Raj Act, 1994, in compliance with mandate of Part-IX of the Constitution of India, 1950 (as amended) and it performs some sovereign or regal functions as prescribed under the Constitution of India and

the Goa Panchayat Raj Act, 1994. It is their case that they are not a part or limb of Government of Goa or then Government of Goa, Daman and Diu. Hence according to Party II it is not an industry under the Act. It is also the case of Party II that there is no employer-workman relationship between Party I and Party II and that the present dispute is not an industrial dispute under the Act. It is their case that Party I was appointed as Peon in the office of Party II vide appointment order dated 10-9-1971 w.e.f. 16-9-1971 and that the date of birth as notified by him was 20-8-1944. It is stated that Party I himself addressed a letter dated 30-7-2002 to Party II which was received on the same day intimating that he is attaining the age of 58 years on 19-8-2002 and that he thinks that it is retirement period for him. It is stated that by this letter Party I also claimed that he is working allegedly since 1966 and claimed gratuity in respect of alleged 34 years of service as also alleged leave balance of eleven months. It is stated that as Party I himself desired to be retired, his said letter was accepted in keeping with its spirit of his resignation/voluntary retirement wish and accordingly Party II decided to superannuate Party I on attainment of age of 58 years and to relieve him w.e.f. 31-8-2002 (closing hours). It is stated that by relieving order dated 31-8-2002, Party I was relieved as above and was subsequently paid gratuity due and admissible for 31 years of service and also leave encashment due and admissible for 45 days of leave. It is stated that the dues were paid to Party I after obtaining the necessary approvals from the concerned authorities. It is stated that Party I has earlier by letters dated 27-5-1998 and 17-10-98 desired to obtain voluntary retirement. It is stated that it is almost after a period of 22 months after his retirement from service w.e.f. 31-8-2002 and when he was 59 years and 10 months old, Party I wrote a letter to Party II alleging that his retirement ought to have been at the age of 60 years and that his alleged termination w.e.f. 31-8-2002 is illegal and unjustified. It is stated that Party I was not a State Government employee but only a staff of the Party II and was never entitled to salary and allowances as applicable to State Government employees. It is stated that the letter dated 30-7-2002 given by Party I was or could not have been conditional as alleged. It is stated that it was only after order No. 35/DP/PAN/EMP/2000 dated 5-3-2003 issued by Government of Goa w.e.f. 6-3-2003 the age of retirement for Peons was fixed at 60 years for all Panchayat Peons throughout Goa and as Party I had already retired on

31-8-2002, he could not get benefit of said order. It is stated that Party I was lawfully retired on 31-8-2008 and therefore the question of holding any enquiry does not arise. Hence amongst above and other grounds, Party II has prayed to reject the present reference.

5. In the rejoinder at Exb. 6 Party I has denied the contentions raised by Party II in the written statement and has asserted its case set up in the claim statement.

6. Based on the pleadings of both the parties, initially the issues were framed on 23-6-06 (Exb. 7) but the same were then recast and reframed on 11-6-07 (Exb.11).

7. In support of his case Party I, Shri Vasant G. Mapari examined himself and closed the case. On the other hand Party II examined Mr. Pandurang Sukdo Naik, its Secretary as their witness and closed the case.

8. Heard learned representative Shri P. Gaonkar for Party I and learned Adv. Shri T. Pereira for Party II. Shri P. Gaonkar for Party I has also filed written submissions.

9. I have gone through the records of the case and have duly considered the case advanced by both the parties. I am reproducing herewith the issues along with their findings and reasons thereof.

| Sr. No. | Issues   | Findings         |
|---------|--|------------------|
| 1       | 2  | 3                |
| 1.      | Whether the Party II is an Industry within the meaning of Sec. 2(j) of the Industrial Disputes Act, 1947?                              | Not pressed.     |
| 2.      | Whether the Party I is a workman within the meaning of Sec. 2(s) of the Industrial Disputes Act, 1947?                                 | Not pressed.     |
| 3.      | Whether the dispute between the parties is an Industrial Dispute within the meaning of sec. 2(k) of the Industrial Disputes Act, 1947? | Not pressed.     |
| 4.      | Whether the action of the the Party II in terminating the services of the Party I on his attaining age of 58 years is illegal?         | In the negative. |



| 1  | 2 | 3                   |
|--|---|---------------------|
| 5. Whether the applicant is entitled to the reliefs as prayed for? |   | In the negative.    |
| 6. What Award?   |   | As per order below. |

## REASONS

10. *Issues No. 1, 2 & 3:* In the course of the arguments both the learned advocates made it clear that in terms of the findings in the award dated 25-7-96 in reference No. IT/24/86 between aforesaid parties, it is held that Party II is an industry within the meaning of Sec. 2(j) and Party I is a workman within the meaning of Sec. 2(s) of the Act and being so the dispute between the parties is an industrial dispute within the meaning of Sec. 2 (k) of the Act. Thus, in view of above they made it clear that nothing remains to be decided in the above issues and as such they do not press for the decision on these issues. Hence my findings.

11. *Issue No. 4:* Learned representative Shri P. Gaonkar by inviting my attention to the order and the order of temporary appointment both dated 10-9-71 (Exb. 16 colly) stated that time-scale of Rs. 70-1-80-EB-85 was made applicable to Party I and that he was liable to serve in any part of Goa, Daman and Diu. He also stated that the other conditions imposed upon the appointee were that he was governed by the relevant rules and orders in force from time to time and as the above conditions are applicable to the Government employees, Party I is a Government employee and therefore his age of retirement was 60 years. He also referred to the letter dated 28-10-83 (Exb. 37) addressed to the Sarpanch of Party II by the BDO, Sanguem Goa and stated that in this letter BDO has confirmed the fact that Party I was appointed on time-scale and paid wages as per the Government Employees. Thus, according to him, it is also for this reason Party I was a Government Employee and therefore his age of retirement was 60 years.

12. He relied on the judgments in the cases of **Telang (G.M.) and others v/s Shaw Wallace and Co. Ltd., and another 1964 LLJ II 644; State of Orissa and others v/s Adwait Charan Mohanty etc. 1996 LLJ III 49; Union of India v/s G.P.M. Rao and others 1999 LLJ III 1616; State of Orissa Dr. (Miss) Binapani Dei and others 1967 LLJ II 266 and M/s. Gammon India Ltd., v/s Shri Niranjana Dass 1984 LLJ I 233** in support of his above submissions.

13. On the other hand Ld. Advocate for Party II by inviting my attention to the very same document at Exb. 16 colly stated that it has been signed by Sarpanch not on the behalf of the Government of Goa and the Panchayat being a separate statutory body having its own separate identity and existence, the above clauses to which reference is made in the order of appointment at Exb. 16 colly cannot be construed to mean that Party I is a Government Servant, appointed by the Government of Goa.

14. I find force in the above submissions of learned advocates for Party II for the reasons that though the clause in Exb. 16 colly the appointment carries with it the liability to serve in any part of Goa, Daman and Diu but it cannot be disputed that the Panchayats have to function within their territorial limits and therefore in this situation no much weightage could be given to the above clause to say that the same has been incorporated because Party I is a Government Employee. This is more because in his letter dated 22-6-04 (Exb. 31) by Party I to the Sarpanch of Party II raising demand for reinstatement in service with full back wages and continuity of service, Party I has clearly stated that as a Peon he is employed in the Panchayat for last several years and that as per rules an employee in the Panchayat has to be retired at the age of 60 years. It may be mentioned here that Party I has otherwise not produced on record any such rules which were applicable to the Panchayats (in the year 1971) vide which an employee in the Panchayat had to be retired at the age of 60 years.

15. As regards the applicability of time scale, in his examination-in-chief Party I has stated that his services were regularized by order dated 10-9-1971 on a pay scale of 70-1-85 along with other allowances applicable to the State Government employees. It may be mentioned here that reading of the said order dated 10-9-71 (Exb.16 colly) nowhere gives an indication that the services of Party I were regularized by this order but it appears that it is the order of appointment of Party I. There is otherwise no dispute that the appointment of Party I vide Exb. 16 colly was on the pay scale of 70-1-85 along with other allowances. But, merely because Party I was appointed on such scale would not give latitude to Party I to say that he falls in the category of Government Employee and the reasons for saying so would be highlighted in the discussion to follow.



16. In his cross examination Party I has denied the suggestion that after bifurcation of original Collem Panchayat into two new Panchayats of Mollem and Collem, his time-scale was discontinued by Panchayat resolution dated 16-2-98. In this context evidence of Shri Pandurang S. Naik gains significance since he has made it clear that by resolution No. 1 dated 16-2-1978, the time-scale given to Party I was discontinued and he was given fixed lumpsum monthly salary of Rs. 320/- and that Party I did not challenge the said resolution dated 16-2-1978. This witness has further stated that subsequently by resolution No. 1 dated 4-7-1981, Party II decided to again give time-scale to Party I and fixed his salary at Rs. 545.35 per month. In his cross examination Shri Pandurang Naik has admitted that vide resolution dated 4-7-1981, Panchayat decided to give to Party I the time-scale which included the basic, DA and other allowances. It may be mentioned here that in the cross examination of Shri Pandurang Naik it is suggested that the time-scale of Party I was not discontinued pursuant to resolution dated 16-2-78 and he was not given fixed lumpsum monthly salary of Rs. 320/-. However, it is also brought on record in the cross examination of Shri Pandurang Naik that vide resolution dated 4-7-81, the Panchayat had decided to give to the Party I time-scale which includes the basic, DA and other allowances. It is therefore clear from the above statements brought on record in the cross examination of Shri Pandurang Naik that the scale given to Party I vide Exb. 16 colly was later discontinued or otherwise there was no reason for the Panchayat to pass resolution dated 4-7-81 to give to the Party I the time-scale and allowances as above. Being so, the suggestion to the effect that time-scale of Party I was not discontinued vide resolution dated 16-2-78 does not carry any weight.

17. There is otherwise no denial on the part of Party I that he did not challenge the resolution dated 16-2-78 vide which his time-scale was discontinued. In case it was the contention of Party I that he in the capacity as Government Employee was entitled for the time-scale in terms of Exb. 16 colly, he would have definitely objected or challenged the resolution dated 16-2-1978. Silence on the part of Party I, on the above subject matter, speaks volumes.

18. In his cross examination Party I has stated that he does not know as to whether in the audit report of the year 1981-82 objections were taken in respect of his payscale. Nonetheless, Shri Pandurang Naik has stated that the

Directorate of Accounts of Goa, Daman and Diu during audit of Party II under the Goa, Daman and Diu Panchayats Regulation Act, 1962 raised objection to grant of time-scale to the Village Panchayat employees, while conducting the audit for the year 1981-1982. He has produced the said audit objections at Exb. 34. Reading of the same and more particularly para 12 of it makes it clear that the appointment of Party I was in contravention of Sec. 27 (h) of the Village Panchayat Regulation, 1962. It is also stated in these objections that Rules for appointment of time-scale are applicable only to the Government Servants and not the staff of local bodies. These objections further indicate that Panchayat was advised to move Asst. Director of Panchayat for clarification and necessary action and it was opined that any staff/employee appointed by the Panchayat should receive a lumpsum as a salary and not on the time-scale. BDO was also requested to give his comments in the matter.

19. Shri Pandurang Naik has stated that the Sarpanch of Party II referred the matter to BDO Sanguem for investigation and comments, by letter dated 31-1-1983 (Exb. 35). Reading of Exb. 35 makes it clear that Party I was appointed on the time-scale salary on 10-9-71 and from April 1978 his time-scale was cancelled by resolution dated 16-2-78 and again the time-scale salary was made effective by resolution dated 4-7-81. These documents further indicate that the members of the Panchayat in the meeting made it clear that time-scale cannot be made applicable to the Peon appointed by the Panchayat. From the above contents of Exb. 35 it becomes clear that revival of time-scale made vide resolution dated 4-7-81 was not as per the rules.

20. It is further stated by Shri Pandurang Naik that by further letter dated 19-10-83 (Exb. 36) the Secretary of Party II brought to the notice of BDO Sanguem, Goa that while reviving the time-scale by resolution dated 4-7-81 the reason given was that the financial position of Party I was not sound and he was facing financial difficulties and that the approval of the collector was not obtained. This letter also indicates that the Secretary, Shri S. D. Lotlikar had pointed out to the members during the meeting that the resolution was unlawful and no time-scale could be introduced as per the audit view. It is also stated in this letter that the economic condition of the Panchayat was not sound and by this letter the Secretary had requested the BDO for necessary action and advise for taking further action in the matter. Shri Pandurang Naik has stated that by letter dated

28-10-83 (Exb. 37) BDO directed the Panchayat to follow the instructions contained in the audit objections i.e. Exb. 34.

21. It is not the case of Party I that the aforesaid documents at Exb. 34, Exb. 35, Exb. 36 and Exb. 37 are fabricated or false documents, through the suggestions put to Party I in his cross examination by referring to the contents of above documents are denied by Party I. In the case of **Delhi Transport Corporation v/s Jagat Singh 2008 LLR 952** it is observed that documentary proof will always get preponderance over oral proof and that a man may tell lies but documents cannot. Thus, in the situation as pointed out above, the contents of the documents referred to above deserve to be given due weightage. Consequently, it follows that rules of appointment of time-scale are applicable only to the Government Servants and not to the staff of local bodies like Panchayats. It can also be concluded from above that the time-scale given to Party I was not as per the rules and merely because he was given such time-scale with other conditions mentioned in Exb. 16 colly would not mean that Party I was governed by the service conditions applicable to the State Government.

22. Be that as it may, it is stated by Party I that under the provisions of Goa Panchayat (staffing pattern, scale of pay and mode of recruitment of staff of Panchayat) order 2003, the retirement age of the Peons is 60 years. He has stated that his date of birth is 20-8-1944 and therefore his date of retirement is 30-8-2004. He has produced his birth certificate at Exb. 20. He has stated that the Sarpanch asked him to submit the letter of retirement as his age of retirement was 58 years. He has stated that the Sarpanch obtained the letter dated 30-7-2002 from him by giving threats and that he gave the said letter under mental tension and harassment. He has stated that the said letter was conditional which was based on payment of legal dues of Rs. 1,49,650/- to him. The said letter dated 30-7-2002 is brought on record in the cross examination of Party I vide Exb. 21.

23. In his cross examination Party I has denied that there was no order prior to 2003 specifying that the retirement age of the Peons working in the State Government was 60 years. He has denied the suggestions that the date of his retirement was not on 30-8-04 and that none of the Peons in the Panchayat were retired at the age of 60 years. Party I has stated that he did not complaint to any authority that his signature was obtained by force and under threat by the Sarpanch and that he had

signed the said letter at Exb. 21 under mental tension. He has denied the suggestion that he was not asked by Sarpanch to submit the letter at Exb. 21 and that he had voluntarily submitted the same. He has denied the suggestion that Exb. 21 was not conditional and that his retirement was not subject to the condition of payment of legal dues of Rs. 1,49,650/-.

24. Shri Pandurang Naik has produced the copy of order No. 35/DP/PAN/EMP/2000 dated 5-3-03 published in the Official Gazette dated 6-3-03 at Exb. 43. Reading of this order makes it clear that the age of retirement of the Peons working in the Panchayat was fixed as 60 years. Though Party I has stated that the retirement age of Peons in the Panchayats was 60 years even before implementation of above order, no documentary or other evidence is produced by Party I in support of his above statement. Party I has also not examined any such Peon who worked in the Panchayat and got retired at the age of 60, in support of his above statement. That apart, there is nothing in this order to suggest its applicability retrospectively. Even for that matter, learned advocate for Party II in the above context rightly argued that if there was any such order prior to order at Exb. 43, there would have been mention of it in Exb. 43 and also that there would have been no reason for the Government to issue the order at Exb. 43. I find force in the above submissions of learned advocate for Party II and therefore I am of the considered view that the age of retirement on superannuation of the Peons was fixed at 60 years for the first time vide Exb. 43.

25. I have gone through the judgements relied upon the learned representative of Party I on the subject of retirement upon attaining superannuation and have noticed that the facts in all those cases are totally different from the facts of the case in hand and therefore the ratios in those judgments are not at all applicable to the case in hand. Thus, in my view it is not required to apply the ratios in those judgements to the facts of the instant case and also I do not feel it necessary to distinguish those facts viz-a-viz the facts of the present case.

26. Shri Pandurang Naik has also stated that the Government for the first time, by notification dated 14-8-2001, prescribed a minimum basic salary of Rs. 2550 and a Dearness Allowance of 40% of said basic pay for Peons in Village Panchayats. He has produced the said circular dated 31-10-01 at Exb. 42. Thus, this document

goes to show that the minimum basic salary of Peons was prescribed for the first time vide circular at Exb. 42.

27. Though according to learned representative of Party I, the letter at Exb. 21 was obtained by Party II under threats and that he signed the same under mental tension and harassment, the very fact that Party I did not complaint about it to any authority, gives a clear indication that the statement made above by Party I cannot be believed. That apart, Exb. 21 is dated 30-7-02 and the demand raised by Party I before Party II for the first time is vide letter dated 22-6-04 (Exb. 31) which is apparently after almost 22 months. No reason has been assigned by Party I for raising such demand after a considerable time irrespective of the fact that there is no time limit for raising such demand. However the above aspect needs to be considered while deciding this issue.

28. It is stated by learned representative of Party I that Exb. 21 is conditional which is based on payment of legal dues of Rs. 1,49,650/-. Reading of Exb. 21 makes it clear that in the first two paras of the same Party I has stated that he has completed 34 years of continuous service in the office of Party II; that he was completing 58 years in August 2002 (i.e. on 19-8-2002) and that he thinks it is a retirement period for him. In the third para Party I has stated that he was liable to get 34 months gratuity towards his service period completed and he also has leave balance of 11 months. Below this third para Party I has given the calculations of gratuity and leave for encashment amounting to Rs. 1,49,650/- and in the last para he has requested Party II to kindly look into the matter and pay him the above amount and other benefits on his retirement at the age of 58 years. Thus, from above, it becomes clear that no any condition has been imposed by Party I upon Party II towards his retirement. Things would be different if Party I had to state in the letter that he would get retired subject to payment of the dues calculated by him, in which case one could say that this letter was a conditional letter of retirement.

29. In the above context reference is made to the judgement in the case of **Premier Automobiles Ltd., v/s Premier Automobile Employees' Union 1988 (57) FLR 649** in which the workman had tendered resignation by stating that he was aware that one or other day the company will victimize him and therefore instead of accepting the suspension pending enquiry he had decided

to go back to his native place and in the second para he has requested to accept his resignation immediately and give him extra compensation which he had requested to M.D. on 6-7-1981 letter. It is observed in this judgement that the first part of this resignation letter sets out some grievance and instead of accepting suspension pending enquiry the workman had decided to go back to his native place and in the next paragraph he therefore tenders his resignation immediately. It is observed that the workman had thereafter added that he should be given extra compensation which he had requested the managing director to give him in his letter of 8-7-1981. It is observed that the resignation letter refers to his extra compensation demand as a request but the resignation is an immediate resignation and it is not made conditional on his getting extra compensation. It is therefore held in the above situation, that the resignation is unconditional and it had been accepted by the company. It may be mentioned here that the facts in this judgement also indicate that the workman subsequently withdrew the resignation and in this context it is observed that withdrawal of resignation after its acceptance is ineffective in law.

30. The observations in the above judgement squarely apply to the instant case. This is because in the resignation letter at Exb. 21, as pointed out by me supra, first two paras speaks about the wish of Party I to get retired after completing 58 years, in August 2002 and the next two paras speak about the amount due to him and a request to look into the matter and pay him the said amount. Thus, in the above situation it would not be at all permissible to hold that Exb. 21 is a conditional letter of retirement. Learned representative of Party I by relying on the judgement in the case of **Vice Chancellor, Shri Padmavati Mahila Viswavidyalayam, Tirupathi and others v/s Prof. V. N. Das 2001 LLR 1047** contended that if the resignation is not voluntary but obtained by force it will amount to illegal termination of service. I have gone through this judgement and the facts in it make it clear that in the resignation letter tendered by the respondent therein it was stated that she was tendering the said resignation as desired by the Vice Chancellor and therefore it indicated that the respondent was directed to resign. It was in this situation observed that the offer of resignation must be voluntary one. I have already pointed out above, as to how the letter of retirement at Exb. 21 cannot be called as conditional and therefore the ratio in the judgement above, is not applicable to the facts of the instant case.



31. Be that as it may, in his cross examination Party I was shown copy of a letter dated 27-5-1998 (Exb. 25) and Party I has admitted that he had addressed the same to Party II. He has stated that the contents of this letter are in the handwriting of one Mr. Subhash Patel who was known to him and was residing in the same village. Perusal of this letter makes it clear that amongst other things Party I has stated in this letter that in the present situation he cannot cope up with the work and considering the age limit and his health he has taken the above decision. It is therefore clear from the above letter that even in the year 1998 Party I had intention to leave the employment. Party I was also shown copy of a memo dated 14-6-99 (Exb. 26) issued to him by the Sarpanch of Party II for attending the office in intoxication and for remaining absent for duty without prior intimation and Party I has admitted of having received the same. Party I was also shown copy of memo dated 16-10-08 (Exb. 27) issued to him by Sarpanch of Party II for failing to perform the assigned duties and for attending the office in intoxication and Party II has admitted of having received the same. Party I was then shown copy of reply dated 17-10-98 (Exb. 28) given by him to Exb. 27 and Party I has admitted his signature on the same. Reading of Exb. 28 makes it clear that vide this reply Party I has asserted that Party II should first decide on his request made in Exb. 25 for his voluntary retirement. It may be mentioned here that Party I in the cross examination of Shri Pandurang Naik has suggested that Party II had forced Party I to write Exb. 28 which suggestion has been denied by Shri Pandurang Naik. It deserves to be noted that in his cross examination Party I has nowhere stated that Party II had forced him to write Exb. 28 and therefore such suggestion put to Shri Pandurang Naik, merits no consideration. Nevertheless, the fact that remains is that even in the past i.e. prior to writing of letter at Exb. 21, Party I had wished to retire voluntarily.

32. Shri Pandurang Naik has produced the relieving order dated 31-8-02 of Party I at Exb. 38 and it states that Party I stands relieved from duties as workman/Peon from closing hours on 31-8-2002. He has also produced a letter dated 27-9-2002 Exb. 39 addressed by BDO Sanguem Goa to the Director of Panchayats mentioning therein that the complete file of Party I for full and final settlement in respect of his superannuation age upon his attaining 58 years was enclosed and to give necessary guidance/approval to Party II. In reply to this letter, the Director of Panchayats vide

memo dated 7-10-02 (Exb. 40) informed the village panchayat that their proposal for reappropriation in the budget for 2002-2003 for additional amount of Rs. 70,000/- in Budget Head of Administration under minor head salaries was approved. Shri Pandurang Naik has further produced copy of order dated 16-10-02 (Exb. 41) by BDO Sanguem Goa stating that the Director of Panchayats has conveyed approval to the proposal of Party II for re-appropriation in the budget for 2002-2003 for additional amount of Rs. 70, 000/- in Budget Head of Administration under minor head salaries and directed Party II to settle the full and final payment of salaries and wages of Party II and report compliance to them.

33. In the above context reference deserves to be made to the undertaking dated 10-10-02 (Exb. 24) on which Party I has admitted his signature. In this undertaking Party I by referring to him as ex-workman of Party II has undertaken to pay and clear all the dues amounting to Rs. 5,650/- on the day of payment of gratuity and compensation due from Party II as he is the rentee in Party II's market building and the above amount was due from him to Party II. In his cross examination Party II has stated that on receipt of gratuity and compensation he paid an amount of Rs. 5,650/- to the Panchayat to clear all the dues.

34. It is therefore clear from the above evidence that pursuant to letter at Exb. 21 Party II completed the further procedure and also paid all the dues to Party I. This being the case as observed in the judgment in the case of **Premier Automobiles (supra)** the letter of demand dated 22-6-04 (Exb. 31) sent by Party I to Party II stating that his termination w.e.f. 31-8-02 was illegal and unjustified and he was entitled for being reinstated in service with full back wages and continuity of service does not have any legal effect.

35. At any rate, since discussion *supra* makes it clear that Party I has failed to prove that the age of retirement of the Peons in the Panchayat at the relevant time was 60 years and that his retirement upon superannuation on attaining the age of 58 years amounts to illegal termination of his services. This issue is answered in the negative.

36. *Issue No. 5:* In view of above discussion, Party I is not entitled to any reliefs.

37. In the result I pass the following:

#### ORDER

1. It is hereby held that the action of the Village Panchayat, Collem, in supernnuating

Shri Vasant G. Mapari, Peon, with effect from 31-8-2002, on attaining the age of 58 years does not amount to illegal termination of service.

2. Party I/workman is therefore not entitled to any relief.
3. No order as to costs.

Inform the Government accordingly.

Sd/-  
(B. K. Thaly)  
Presiding Officer,  
Industrial Tribunal-  
-cum-Labour Court

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Department of Law & Judiciary

Law (Establishment) Division

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Order

No. 8-15-2013-LD(Estt)1801

Whereas, the Government vide Notification No. 5/40-5/89/LD(Estt.) dated 23-08-1989, published in the Official Gazette, Series II No. 25 dated 21-09-1989, appointed Shri Gajanan Govind Dhumatkar, Advocate, Alto-Porvorim, Bardez-Goa, as Notary for a period of three years with effect from the 1st day of September, 1989, in and throughout the area of Bardez Judicial Senior Division (hereinafter called as the "Notary");

And whereas, the Government vide Certificate of Practice No. 5/40-5/89/LD(Estt.) dated 24-08-1989, has certified that the Notary is authorized to practice as such for a period of 3 years from 01-09-1989 in and throughout the area of Bardez Judicial Senior Division;

And whereas, the said Certificate of Practice has been duly renewed from time to time is valid upto 31-08-2018;

And whereas, on 20-12-2013 at 4:15 p. m. the State Registrar-cum-Head of Notary Services (hereinafter called as the "Competent Authority"), carried out a surprise inspection of the office of the Notary;

And whereas, during the said inspection, the Competent Authority noticed that the Notary had violated the provisions of the Notaries Act, 1952 (53 of 1952) and the Notaries Rules, 1956 and accordingly submitted the inspection report to the Government (hereinafter referred to as the "Inspection Report");

And whereas, the Government, after considering the Inspection Report, issued a Show Cause Notice to the Notary bearing No. 8-15-2013-LD(Estt)/294 dated 07-02-2014 calling upon him to show cause as to why action as deemed fit should not be initiated against him for his failure to comply with the provisions contained in the Notaries Act, 1952 (Act 53 of 1952) and the Notaries Rules, 1956, within a stipulated period of fifteen days from the date of receipt of the Show Cause Notice (hereinafter referred to as the "said Show Cause Notice");

And whereas, vide letter dated 24-02-2014, the Notary replied to the said Show Cause Notice (hereinafter referred to as the "said Reply");

And whereas, the Government after considering the said Reply of the Notary and parawise comments of the Competent Authority on the said Reply, ordered further inquiry to ascertain whether the Notary has rectified the irregularities found during inspection carried on 20-12-2013.

And whereas, on 17-06-2014 at 12:20 p.m. the Competent Authority again carried out a surprise inspection of the office of the Notary;

And whereas, during such inspection, the Competent Authority noticed that the Notary has violated the provisions of rule 10(2), rule 11, rule 11(9), rule 12 and rule 14 of the Notaries Rules, 1956 and has not rectified the irregularities found during the inspection carried on 20-12-2013.

And whereas, the Competent Authority submitted the inspection report to the Government (hereinafter referred to as the "Inspection Report");

And whereas, the Government, after considering the Inspection Report-1, has decided to cancel the certificate of practice and perpetually debar the Notary from practice.

Now, therefore, in pursuance of sub-clause (i) of clause (b) of sub-rule (12) of rule 13 of the Notaries Rules, 1956, the Government of Goa hereby cancels the certificate of practice and perpetually debars the Notary from practice with immediate effect.

By order and in the name of the Governor of Goa.

*Vasanti H. Parvatkar*, Under Secretary (Estt.).  
Porvorim, 22nd August, 2014.



**Order**

No. LS/1077/93-Part II/1777

Government of Goa is pleased to accept the resignation tendered by Ms. Pinky Anand, as Senior Standing Counsel, before the Hon'ble Supreme Court of India, New Delhi with immediate effect.

Ms. Pinky Anand shall return all the briefs pending with her, if any, to the Resident Commissioner, Goa Sadan, New Delhi under immediate to this Department.

By order and in the name of the Governor of Goa.

*Vasanti H. Parvatkar*, Under Secretary (Estt.).  
Porvorim, 19th August, 2014.

**Order**

No. 1/6/2014-LD(Estt.)/1776

Government of Goa is pleased to accept the resignation tendered by Shri Rajendra G. Raut Dessai, as Government Counsel, before all Courts, other than the High Court with immediate effect from 22-07-2014.

Shri Rajendra G. Raut Dessai shall return all the briefs pending with him, if any, to the concerned Department under intimation to this Department.

By order and in the name of the Governor of Goa.

*Vasanti H. Parvatkar*, Under Secretary (Estt.).  
Porvorim, 20th August, 2014.

**Order**

No. 8-15-2013-LD(Estt)(4)/1874

Whereas, the Government vide Notification No. 5/40/97-LD(3) dated 22-01-1999, published in the Official Gazette, Series II No. 46 dated 11-02-1999, appointed Shri Ramkrishna Ramdas Kamat, Advocate, as a Notary for a period of five years with effect from 22-1-1999 in Canacona Taluka (hereinafter called as the "Notary");

And whereas, on 30-08-2013 at 11:30 a.m. the Competent Authority carried out a surprise inspection of the office of the Notary;

And whereas, during such inspection, the Competent Authority noticed that the notarial register was incomplete which amount to violation of rule 11(2), of the Notaries Rules 1956.

And whereas, the Competent Authority further noticed that no certificate on the title page specifying the number of pages it contains was

added to Notarial Registers, the addition of which is mandatory as per rule 11(4) of the Notaries Rules, 1956;

And whereas, the Competent Authority submitted the inspection report to the Government (hereinafter referred to as the "Inspection Report");

And whereas, the Government, after considering the Inspection Report, has decided to issue a Show Cause Notice to the Notary;

And whereas, Show Cause Notice bearing No. 8-15-2013-LD(Estt)(2)/623 dated 11-03-2014 has been issued to the Notary calling upon him to show cause as to why action as deemed fit should not be initiated against him for his failure to comply with the provisions contained in the Notaries Act, 1952 (Act 53 of 1952) and the Notaries Rules, 1956, within a period of fifteen days from the date of receipt of the Show Cause Notice (hereinafter referred to as the "said Show Cause Notice");

And whereas, in response to the said Show Cause Notice, the Notary filed his reply dated 19-03-2014 (hereinafter referred to as the "said Reply");

And whereas, the Government, after considering the said Reply of the Notary has parawise comments of the Competent Authority on the said Reply of the Notary has decided to let off the Notary with a warning taking into consideration the nature and gravity of the misconduct of the notary proved;

Now, therefore, in pursuance of rule 13(12)(b)(iii) of the Notaries Rules, 1956, the Government of Goa hereby left off the Notary with a warning to be careful in future and to follow Notarial Act/Rules scrupulously and failure to comply in future would invite stern action and would entail in striking out the name of the Notary from Notarial register.

By order and in the name of the Governor of Goa.

*R. K. Srivastava*, Pr. Secretary (Law).  
Porvorim, 26th August, 2014.

**Order**

No. 8-15-2013-LD(Estt)(6)/1884

Whereas, the Government vide Notification No. 9-18-2004-LD(Estt.)/Part-II(XXIX)/1512 dated 17-09-2010, published in the Official Gazette,

Series II No. 26 dated 23-09-2010, appointed Smt. Cristina Candelina Dias, Advocate, as a Notary for a period of five years with effect from 17-09-2010 for the area of Salcete taluka (hereinafter called as the "Notary");

And whereas, on 16-05-2013 at 11:40 a.m., the Competent Authority carried out a surprise inspection of the office of the Notary;

And whereas, during such inspection, the Competent Authority noticed that the certificate of practice was not exhibited in the chamber/office of the Notary, the exhibition of which is mandatory as per rule 15 of the Notaries Rules, 1956.

And whereas, the Competent Authority further noticed that the rates of fees to be charged by the Notary were not displayed in conspicuous place inside as well as outside the chamber/office of the Notary, of the display of which is mandatory as per rule 10(2) of the Notaries Rules, 1956;

And whereas, the Competent Authority further noticed that the notarial registers were incomplete and not maintained properly, the notarial acts were not mentioned and the Notary did not sign the notarial registers which amounts to violation of rule 11(2) of the Notaries Rules, 1956.

And whereas, the Competent Authority further noticed that no certificate on the title page specifying the number of pages it contains was added to Notarial Registers, the addition of which is mandatory as per rule 11(4) of the Notaries Rules, 1956;

And whereas, the Competent Authority also noticed that the fees and charges realized by the Notary were not shown in the notarial register and the receipt books were not maintained which amounts to violation of rule 11(9) of the Notaries Rules, 1956;

And whereas, the Competent Authority submitted the inspection report to the Government (hereinafter referred to as the "Inspection Report");

And whereas, the Government, after considering the Inspection Report, has decided to issue a Show Cause Notice to the Notary;

And whereas, Show Cause Notice bearing No. 8-15-2013-LD(Estt)(6)/1049 dated 24-06-2013 has been issued to the Notary calling upon him to show cause as to why action as deemed fit should not be initiated against her for her failure to comply with the provisions contained in the Notaries Act, 1952 (Act 53 of 1952) and the Notaries

Rules, 1956, within a period of fifteen days from the date of receipt of the Show Cause Notice (hereinafter referred to as the "said Show Cause Notice");

And whereas, in response to the said Show Cause Notice, the Notary filed his reply dated 10-07-2013 (hereinafter referred to as the "said Reply");

And whereas, the Government, after considering the said Reply of the Notary has parawise comments of the Competent Authority on the said Reply of the Notary has decided to let off the Notary with a warning to follow the Notarial Act/Rules and regulations scrupulously and failing which in future stern action will be taken against the Notary;

Now, therefore, in pursuance of rule 13(12)(b)(iii) of the Notaries Rules, 1956, the Government of Goa hereby left off the Notary with a warning to follow the Notarial Act/Rules and regulations scrupulously and failure which in future stern action will be taken against the Notary.

By order and in the name of the Governor of Goa.

*R. K. Srivastava*, Principal Secretary (Law).  
Porvorim, 27th August, 2014.

#### Order

No. 8-15-2013-LD(Estt)(3)/1875

Whereas, the Government vide Notification No. 5-40-93-LD(3) dated 09-06-1993, published in the Official Gazette, Series II No. 16 dated 15-07-1993, appointed Shri Vijay J. Gaycar, Advocate, as a Notary for a period of three years with effect from 09-06-1993 in Canacona area (hereinafter called as the "Notary");

And whereas, on 30-08-2013 at 11:15 a.m., the Competent Authority carried out a surprise inspection of the office of the Notary;

And whereas, during such inspection, the Competent Authority noticed that the notarial register was incomplete and the Notary did not sign the notarial register which amounts to violation of rule 11(2) of the Notaries Rules, 1956;

And whereas, the Competent Authority further noticed that no certificate on the title page specifying the number of pages it contains was added to Notarial Registers, the addition of which is mandatory as per rule 11(4) of the Notaries Rules, 1956;

And whereas, the Competent Authority submitted the inspection report to the Government (hereinafter referred to as the “Inspection Report”);

And whereas, the Government, after considering the Inspection Report, has decided to issue a Show Cause Notice to the Notary;

And whereas, Show Cause Notice bearing No. 8-15-2013-LD(Estt)(3)/622 dated 11-3-2014 has been issued to the Notary calling upon him to show cause as to why action as deemed fit should not be initiated against him for his failure to comply with the provisions contained in the Notaries Act, 1952 (Act 53 of 1952) and the Notaries Rules, 1956, within a period of fifteen days from the date of receipt of the Show Cause Notice (hereinafter referred to as the “said Show Cause Notice”);

And whereas, in response to the said Show Cause Notice, the Notary filed his reply dated 20-3-14 (hereinafter referred to as the “said Reply”);

And whereas, the Government, after considering the said Reply of the Notary has parawise comments of the Competent Authority on the said Reply of the Notary has decided to let off the Notary with a warning, taking into consideration the nature and gravity of the misconduct of the notary proved;

Now, therefore, in pursuance of rule 13(12)(b)(iii) of the Notaries Rules, 1956, the Government of Goa hereby left off the Notary with a warning to be careful in future and to follow Notarial Act/ Rules scrupulously and failure to comply which in future would invite stern action and would entail in striking out the name of the Notary from Notarial register.

By order and in the name of the Governor of Goa.

*R. K. Srivastava*, Principal Secretary (Law).  
Porvorim, 26th August, 2014.

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**Order**

No. 8-15-2013-LD(Estt)(1)/1876

Whereas, the Government vide Notification No. 9-18-2004-LD(Estt.)/Part-II(VI)/1104 dated 12-07-2010, published in the Official Gazette, Series II No. 17 dated 22-07-2010, appointed Shri Kashinath Shiva Mhalshekar, Advocate, as a Notary for a period of five years with effect from 12-07-2010 for the area of Satari taluka (hereinafter called as the “Notary”);

And whereas, on 14-08-2013 at 10:55 a.m., the Competent Authority carried out a surprise inspection of the office of the Notary;

And whereas, during such inspection, the Competent Authority noticed that the rates of fees to be charged by the Notary were not displayed in conspicuous place inside as well as outside the chamber/office of the Notary, the display of which is mandatory as per rule 10(2) of the Notaries Rules, 1956;

And whereas, the Competent Authority submitted the inspection report to the Government (hereinafter referred to as the “Inspection Report”);

And whereas, the Government, after considering the Inspection Report, has decided to issue a Show Cause Notice to the Notary;

And whereas, Show Cause Notice bearing No. 8-15-2013-LD(Estt)(1)/620 dated 11-03-2014 has been issued to the Notary calling upon him to show cause as to why action as deemed fit should not be initiated against him for his failure to comply with the provisions contained in the Notaries Act, 1952 (Act 53 of 1952) and the Notaries Rules, 1956, within a period of fifteen days from the date of receipt of the Show Cause Notice (hereinafter referred to as the “said Show Cause Notice”);

And whereas, in response to the said Show Cause Notice, the Notary filed his reply dated 02-04-2014 (hereinafter referred to as the “said Reply”);

And whereas, the Government after considering the said Reply of the Notary and parawise comments of the Competent Authority on the said Reply of the Notary has decided to let off the Notary with a warning, taking into consideration the nature and gravity of the misconduct of the notary proved;

Now, therefore, in pursuance of rule 13(12)(b)(iii) of the Notaries Rules, 1956, the Government of Goa hereby let off the Notary with a warning to be careful in future and to follow Notarial Act/Rules scrupulously and failure to comply in future would invite stern action and would entail in striking out the name of the Notary from Notarial register.

By order and in the name of the Governor of Goa.

*R. K. Srivastava*, Principal Secretary (Law).  
Porvorim, 26th August, 2014.

**Order**

No. 8-15-2013-LD(Estt)(7)/1885

Whereas, the Government vide Notification No. 5-40/93/LD(11) dated 01-12-1993, published in the Official Gazette, Series II No. 46 dated 10-02-1994, appointed Shri Menino A. Fernandes, Advocate, as a Notary for a period of three years with effect from 1-12-1993 in Quepem area (hereinafter called as the "Notary");

And whereas, on 16-05-2013 at 11:30 a.m., the Competent Authority carried out a surprise inspection of the office of the Notary;

And whereas, during such inspection, the Competent Authority noticed that the certificate of practice was not exhibited in the chamber/office of the Notary, the exhibition of which is mandatory as per rule 15 of the Notaries Rules, 1956;

And whereas, the Competent Authority further noticed that no certificate on the title page specifying the number of pages it contains was added to Notarial Registers bearing No. 14 & 15, the addition of which is mandatory as per rule 11(4) of the Notaries Rules, 1956;

And whereas, the Competent Authority submitted the inspection report to the Government (hereinafter referred to as the "Inspection Report");

And whereas, the Government, after considering the Inspection Report, has decided to issue a Show Cause Notice to the Notary;

And whereas, Show Cause Notice bearing No. 8-15-2013-LD(Estt)(7)/1049 dated 24-06-2013 has been issued to the Notary calling upon him to show cause as to why action as deemed fit should not be initiated against him for his failure to comply with the provisions contained in the Notaries Act, 1952 (Act 53 of 1952) and the Notaries Rules, 1956, within a period of fifteen days from the date of receipt of the Show Cause Notice (hereinafter referred to as the "said Show Cause Notice");

And whereas, in response to the said Show Cause Notice, the Notary filed his reply dated 05-07-2013 (hereinafter referred to as the "said Reply");

And whereas, the Government after considering the said Reply of the Notary and parawise comments of the Competent Authority on the said Reply of the Notary has decided to let off the Notary with a warning, to follow the

Notarial Act/Rules and Regulations scrupulously and failing which in future stern action will be taken against the Notary;

Now, therefore, in pursuance of rule 13(12)(b)(iii) of the Notaries Rules, 1956, the Government of Goa hereby left off the Notary with a warning to follow Notarial Act/Rules and Regulations scrupulously and failure which in future stern action will be taken against the Notary.

By order and in the name of the Governor of Goa.

*R. K. Srivastava*, Principal Secretary (Law).  
Porvorim, 27th August, 2014.

**Order**

No. 8-15-2013-LD(Estt)(8)/1886

Whereas, the Government vide Notification No. 5-40-95/LD(10) dated 16-08-1996, published in the Official Gazette, Series II No. 36 dated 05-12-1996, appointed Shri Datta Shivaji Nadkarni, Advocate, as a Notary for a period of three years with effect from 16-08-1996 in the Judicial Division of Salcete (hereinafter called as the "Notary");

And whereas, on 16-05-2013 at 11:20 a.m., the Competent Authority carried out a surprise inspection of the office of the Notary;

And whereas, during such inspection, the Competent Authority noticed that the certificate of practice was not exhibited in the chamber/office of the Notary, the exhibition of which is mandatory as per rule 15 of the Notaries Rules, 1956;

And whereas, the Competent Authority submitted the inspection report to the Government (hereinafter referred to as the "Inspection Report");

And whereas, the Government after considering the Inspection Report, has decided to issue a Show Cause Notice to the Notary;

And whereas, Show Cause Notice bearing No. 8-15-2013-LD(Estt)(8)/1049 dated 24-06-2013 has been issued to the Notary calling upon him to show cause as to why action as deemed fit should not be initiated against him for his failure to comply with the provisions contained in the Notaries Act, 1952 (Act 53 of 1952) and the Notaries Rules, 1956, within a period of fifteen days from the date of receipt of the Show Cause Notice (hereinafter referred to as the "said Show Cause Notice");



And whereas, in response to the said Show Cause Notice, the Notary filed his reply dated 06-07-2013 (hereinafter referred to as the "said Reply");

And whereas, the Government after considering the said Reply of the Notary and parawise comments of the Competent Authority on the said Reply of the Notary has decided to let off the Notary with a warning to follow the Notarial Act/Rules and Regulations scrupulously and failing which in future stern action will be taken against the Notary.

Now, therefore, in pursuance of rule 13(12)(b)(iii) of the Notaries Rules, 1956, the Government of Goa hereby left off the Notary with a warning to follow Notarial Act/Rules and regulations scrupulously and failing which in future stern action will be taken against the Notary.

By order and in the name of the Governor of Goa.

*R. K. Srivastava*, Principal Secretary (Law).  
Porvorim, 27th August, 2014.

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**Notification**

No. 12-14-2014/LD(Estt.)/1850

On the recommendation of the Hon'ble High Court of Bombay at Goa, vide letter No. A. 1218/2014 dated 22-8-2014, Government of Goa is pleased to appoint Ms. V. M. Prabhu-Tendulkar, District Judge-3 and Additional Sessions Judge, Panaji as full time Special Judge for Children's Court, Panaji for the State of Goa with immediate effect.

The expenditure towards her salary and other benefits shall be debited to the Budget Head Women & Child Development under Demand No. 58.

By order and in the name of the Governor of Goa.

*Vasanti H. Parvatkar*, Under Secretary (Estt.).  
Porvorim, 27th August, 2014.

◆◆◆  
Department of Official Language  
Directorate of Official Language

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**Order**

No. 6/14/2014/DOL/Goa Marathi Akademi/964

Sanction of the Government is hereby conveyed to constitute an ad hoc Goa Marathi Akademi. The Akademi consists of the following members:

- |   |                     |
|---|---------------------|
| 1) Shri Anil Gajanan Samant             | — President.        |
| 2) Shri Ashok Naik Tuenkar              | — Vice-President.   |
| 3) Shri Chandrakant Mahadev Gawas       | — Member.           |
| 4) Smt. Poornima Rajendra Kerkar        | — Member.           |
| 5) Shri Vallabh Laxman Kelkar           | — Member.           |
| 6) Shri Gajanan Harishchandra Mandrekar | — Member.           |
| 7) Shri Sagar Javdekar                  | — Member.           |
| 8) Shri Paresch Vasudev Prabhu          | — Member.           |
| 9) Shri Janardan Verlekar               | — Member.           |
| 10) Shri Tushar Tople                   | — Member.           |
| 11) Shri Anand Mayekar                  | — Member.           |
| 12) Shri Dasharath Parab                | — Member.           |
| 13) Shri Shashank Thakur                | — Member Secretary. |

An Ad hoc Akademi shall frame the Constitution for Goa Marathi Akademi and submit the report to the Government within 90 days from the date of issuing this order.

The office of the Goa Marathi Akademi shall be at old Ribandar Hospital allotted to Directorate of Official Language by General Administration Department.

Any detailed financial grant to the Ad hoc Akademi will be issued separately.

The Non-official members shall be entitled for seating honorarium as per the Government Rules in force.

The expenditure incurred on this, shall meet from the Budget Head, Demand No. 27, 2202—General Education; 05—Language Development; 800—Other Expenditure; 06—One Time Grant to Marathi Akademi; 31—Grant-in-aid.

This issues as per the assurance given in the Budget Speech of Hon'ble Chief Minister and with the approval of the Government.

By order and in the name of the Governor of Goa.

*Dr. Prakash Vazrikar*, Director & ex officio Jt. Secretary (Official Language).

Panaji, 12th August, 2014.

**Order**

No. 1/33/2013/DOL/Filling of Posts/1018

- Ref.: 1. Order No. 1/33/2013/DOL/Filling of Post/338 dated 18-6-2013.
2. Order No. 1/33/2013/DOL/Filling of Post/26 dated 9-1-2014.

In continuation to the above referred orders Government is pleased to extend the ad hoc promotion of Smt. Urmila R. Gawade, Assistant Director (Marathi), Directorate of Official Language made vide Government Order No. 1/33/2013/DOL/Filling of Post/338 dated 18-6-2013 for a further period of one year w.e.f. 18-6-2014 to 17-6-2015 or until such time the post is filled on regular basis, whichever is earlier.

This issues with the approval of the Government vide U.O. No. 7757 dated 20-8-2014.

By order and in the name of the Governor of Goa.

Dr. *Prakash Vazrikar*, Director & ex officio Jt. Secretary (Official Language).

Panaji, 26th August, 2014.

**Order**

No. 1/33/2013/DOL/Filling of Posts/1019

- Ref.: 1. Order No. 1/33/2013/DOL/Filling of Post/337 dated 18-6-2013.
2. Order No. 1/33/2013/DOL/Filling of Post/25 dated 9-1-2014.

In continuation to the above referred order Government is pleased to extend the ad hoc promotion of Shri Anil H. Sawant, Assistant Director (Konkani), Directorate of Official Language made vide Government Order No. 1/33/2013/DOL/Filling of Posts/337 dated 18-6-2013 for a further period of one year w.e.f. 18-6-2014 to 17-6-2015 or until such time the post is filled on regular basis, whichever is earlier.

This issues with the approval of the Government vide U.O. No. 7757 dated 20-8-2014.

By order and in the name of the Governor of Goa.

Dr. *Prakash Vazrikar*, Director & ex officio Jt. Secretary (Official Language).

Panaji, 26th August, 2014.

**Department of Personnel****Order**

No. 12/1/2013-PER (A)/4701

On the recommendation of the Departmental Promotion Committee, Smt. Jyoti B. Dessai, Head Clerk is promoted to the post of Superintendent (Outside Secretariat), Group 'C' in the Pay Band—2 ` 9,300-34,000+ Grade Pay ` 4,600/- on regular basis and posted in the office of Directorate of Women and Child Development, Panaji-Goa with immediate effect.

The above official shall be on probation for a period of two years.

She should report to the Directorate of Women & Child Development, Panaji and exercise option within one month from the date of promotion to fix her pay in terms of FR. 22(1) (a) (I).

*R. Aga*, Under Secretary (Personnel-II).

Porvorim, 8th September, 2014.

**Department of Planning**

Directorate of Planning, Statistics &amp; Evaluation

**Order**

No. 4-2-07/PLG/DPSE (Part file) VI/5501

Shri D. V. Pednekar, Statistical Officer, promoted on ad hoc basis vide Order No. 4/14/92-PLG/DPSE (Part file)/342 dated 05-02-2013, shall continue on ad hoc basis for a further period of 5 months w.e.f. 05-08-2014 to 31-01-2015 (till the date of retirement on superannuation).

The above has concurrence of Goa Public Service Commission, vide their letter No. COM/II/11/38(1)/2014/885 dated 19-08-2014.

By order and in the name of the Governor of Goa.

*Anand Sherkhane*, IES, Director/ex officio Addl. Secretary (Planning).

Panaji, 21st August, 2014.

**Department of Public Health****Order**

No. 44/14/2013-I/PHD

Sanction of the Government is hereby accorded to Dr. Damodar alias Swapnil Subhash Arsekar,

Junior Physician, posted at Community Health Centre, Valpoi working at North District Hospital, Mapusa under Directorate of Health Services, Panaji-Goa to leave the jurisdiction and to proceed to New Delhi for undergoing training in Non Invasive Lab at National Heart Institute, New Delhi for a period of six months w.e.f. 01-09-2014, in relaxation of the Rules subject to the following conditions:

1. He should execute the bond in Form 6.
2. He should serve the Government minimum three years after his return from the training.
3. He should submit the training report to the Government.
4. The Bond shall be supported by sureties from two permanent Government servants having a status comparable to or higher than that of the Government Servant.

Dr. Damodar alias Swapnil Subhash Arsekar, Junior Physician stands relieved for undergoing training w.e.f. 01-09-2014.

By order and in the name of the Governor of Goa.

*D. G. Sardesai*, Addl. Secretary (Health).

Porvorim, 1st September, 2014.

### Department of Public Works

Office of the Principal Chief Engineer

#### Corrigendum

No. 34/3/2014/PCE-PWD-ADM(II)/135

Read: Order No. 34/3/2014/PCE-PWD-ADM(II)/80 dated 09-07-2014.

In the 4th line of the 1st para of the order referred to above, the following words shall be added after the words "with immediate effect";

"for a period of one year or till the posts are filled on regular basis, whichever is earlier".

By order and in the name of the Governor of Goa.

*D. J. S. Borker*, Principal Chief Engineer & ex officio Addl. Secretary (PWD).

Panaji, 8th September, 2014.

### Department of Sports and Youth Affairs

Directorate of Sports and Youth Affairs

#### Order

No. 9/Vol.Retirement/DSYA/Adm/2013/1961

Whereas Shri Godwin D'Cunha, Lascar, 1 Goa Naval Unit NCC under the control of this Directorate has served a notice on 12-05-2014 for his voluntary retirement from services (Under V.R.S.) in terms of Rule 48-A of the Central Civil Services Pension (Rules), 1972.

Now, the Director of Sports and Youth Affairs, Panaji, hereby accepts the above notice of voluntary retirement after due approval of the Government and allow Shri Godwin D'Cunha to retire from services w.e.f. 21st August, 2014. (a.n.).

*Y. B. Tavde*, Director (Sports & Youth Affairs).

Panaji, 21st August, 2014.

### Department of Transport

Directorate of Transport

#### Notification

No. D.Tpt/EST/F-2198/Road Safety Scenario/  
/2014/3239

Government is pleased to constitute a following State Road Safety Review Committee to periodically review the road safety situation in the State.

The following members will be part of the said Committee:

- |   |                        |
|---|------------------------|
| 1. The Chief Secretary,<br>Government of Goa            | — Chairman.            |
| 2. The Pr. Secretary (Transport),<br>Government of Goa  | — Member.              |
| 3. The Pr. Secretary (P.W.D.),<br>Government of Goa     | — Member.              |
| 4. The Secretary (Home),<br>Government of Goa.          | — Member.              |
| 5. The Director General of Police,<br>Government of Goa | — Member.              |
| 6. The Director of Transport,<br>Government of Goa      | — Member<br>Secretary. |

This issues with the concurrence of Government approval vide their O.M. No. 5828 dated 12-12-2013.

By order and in the name of the Governor of Goa.

*Arun L. Desai*, Director & ex officio Joint Secretary (Transport).

Panaji, 17th September, 2014.

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### Department of Urban Development

Directorate of Municipal Administration

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#### Order

No. 3/11/81-DMA/Vol.II/1959

Whereas the Government vide Order No. F20/3-18/GSUDA/PI/MAR/Vol-I/229 dated 21-5-2008 has reconstituted a three member expert committee to oversee the implementation of the work of “Construction of an Engineered Sanitary Landfill and setting up of an In-Vessel Process Plant Technology at Sonsoddo, Margao”;

And whereas in the meanwhile three Civil Suit Nos. 68/08, 33/09 and 34/09 for recovery of Rs. 5 crores has been filed by M/s. HYQUIP Projects Pvt. Ltd. before Civil Judge-I, Panaji, Goa against Goa State Urban Development Agency/Government;

And whereas the GSUDA has filed a counter suit No. 13/11A against M/s. Hyquip Projects Pvt. Ltd. before Civil Judge, Sr. Division, Panaji, Goa;

And whereas the committee constituted vide above said order dated 21-5-2008 could not complete the work assigned and did not submit any report and whereas Government is of a opinion that in terms of Goa State Litigation Policy dated 8-3-2013 the matter can be placed before the Lok Adalat;

And whereas the Government has approved the reconstitution of the Expert Committee in order to assess the works already carried out at Sonsoddo site by M/s. Hyquip Project Pvt. Ltd. before the termination of the contract with them;

Now, therefore, the Government of Goa is pleased to constitute the Expert Committee consisting of following four members;

- 1) Dr. Fraddry D'Souza Fellow, — Chairman.  
The Energy and Resource Institute (TERI) and an expert in Microbiology
- 2) Prof. Neena Panadikar, — Member.  
B.E. (Civil); M Tech,  
Padre Conceicao College  
of Engineering, Verna-Goa
- 3) Dr. Joe D'Souza, Microbio- — Member.  
logist and Ex-Head of  
Microbiology Department,  
Goa University and
- 4) Mr. Sanjeev Joglekar, — Member.  
Environmental Engineer,  
Goa State Pollution Control  
Borad

The function of the Committee is as under:

- (a) To independently estimate and evaluate the work already carried out at the Sonsoddo site vis-a-vis records maintained with both the parties and by taking such other evidence as may be deemed necessary and thereafter recommend the Government the reasonable payment that can be made to the litigant party.

The Government shall then decide upon the quantum of payment that can be made to M/s. HYQUIP Projects Pvt. Ltd. The Committee is given time of 30 days from the date of issue of this Order. A report with recommendations shall be addressed to the Director of Urban Development. Necessary remunerations as applicable shall be made to the non-official Committee members after submission of their report. A vehicle of Goa State Urban Development Agency along with Driver and a LDC shall be at the disposal of the above Committee as and when required.

By order and in the name of the Governor of Goa.

*Elvis Gomes*, Director/Additional Secretary (Urban Development).

Panaji, 12th September, 2014.

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